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COMPENDIUM

OF

PRECEDENTS IN CONVEYANCING.

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OF

PRECEDENTS IN CONVEYANCING.

COMPRISING

The Forms Required in Ordinary Practice.

BY

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PREFACE.

THE aim of this book, the collection of the materials for which has been the work of many years, is to put together in a moderate compass all the Forms and Precedents required in the ordinary practice of Conveyancing, supplying the want of a compendium for ready use.

The work does not contain dissertations or full notes on the Law or Practice, but a few notes of a practical character have been inserted.

The common Forms are modelled mainly upon those in general use among conveyancers of the modern school; and in many cases where they admit of material abbreviation, concise as well as full forms are given.

The Precedents are placed under alphabetical headings, and in the principal headings the plan is extensively followed of giving the common Forms with their usual variations separately from the Precedents.

This method of arrangement has the advantage of enabling the draftsman readily to compare allied forms, and to avail himself largely of the assistance of a clerk.

The Authors have to express their acknowledgments to many friends in both branches of the Profession for the loan of useful MS. Precedents; and also to Mr. S. A. Sampson and Mr. H. H. Baber, of Lincoln's Inn, and Mr. R. I. Fell, of the Inner Temple, for valuable help given in passing the work through the press.

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ADDENDA ET CORRIGENDA.

Page 7 Last line but one of text
„ 10 Middle
„ 12 Bottom
} *after* "CONDITIONS OF SALE," *add* "p. 195."

„ 8 Line 2, from bottom, *after* "CONDITIONS OF SALE," *add* "pp. 188, 189, 205 *et seq.*"

„ 8 Line 4 from bottom, *after* "title," *add* pp. "196 *et seq.*"

„ 9
„ 11
„ 14
} End of Precedent, *after* "CONDITIONS OF SALE," *add* "pp. 190—192, 208, 212—215."

„ 11 Line 2
„ 13 Line 11
} *after* "CONDITIONS OF SALE," *add* "pp. 188, 189, 193, 205 *et seq.*"

„ 13 Note, *add* "*Morris* v. *Debenham*, 2 Ch. D. 540, *In re Cooper and Allen*, 4 Ch. D. 802."

„ 14 Substitute in the note a reference to the Settled Estates Act, 1877, 40 & 41 Vic. c. 18, and refer in the Precedent to that Act.

„ 26 Note, last line but two, *for* "only," *substitute* "principal."

„ 44 Line 4, *dele* "such copy."

„ 120 Prec. IV. It is now settled that the practice of assigning articles of clerkship is erroneous. The proper course is by mutual agreement to cancel the original articles and to enter into fresh articles; see *Ex parte Adams*, 4 Ch. D. 39, and Solicitors' Journal for 1877, (vol. xxi.,) pp. 357 and 585.

„ 127 In heading of Precedent, *for* "specific," *read* "specified."

„ 158 Precedent IX. See also conveyance by a person going abroad to a trustee in trust for sale and with various powers, p. 1427.

„ 189 Line 6 from bottom, *dele* "and interest if any as aforesd."

„ 192 Note, *add* "*Thomas* v. *Brown*, 1 Q. B. D. 714; *Rossiter* v. *Miller*, 5 Ch D. 648; *Catling* v. *King*, id. 660; *Williams* v. *Jordan*, 6 Ch. D. 517.'

„ 238 *For* XXIII. *read* XXXIII.

245 Form LXV. In the case of a bankruptcy under the Act of 1849, a recital of the appointment of the official assignee should be added, as under that Act the property vested in the official assignee jointly with the creditors' assignee.

Page 249 Line 4, *for* "covenant" "is," *read* "covenants" "are."

„ 265 Note, line 1, *after* "omitted," *add* "in an absolute assignment."

„ 269 Lines 3 and 9
„ 270 Line 15
„ 271 Top
} *dele* "*or grantee to uses.*"

„ 269 Note (*n*), line 5. In the case of copyholds, *for* "hereby made," *say* "covenanted to be made."

„ 271 Line 10 from bottom of text, *after* "discharged," *add* "from."

„ 274 Line 10, *after* "*uses*," *add* "his heirs and assigns."

„ 286 Note (*c*). As to the remedies of the original lessee against subsequent assignees in respect of breaches of covenant independently of contract, see *Moule* v. *Garrett*, L. R. 5 Ex. 132, L. R. 7 Ex. 101.

„ 286 Lines 2, 3, and 4, from bottom of text
„ 287 Line 2 from bottom of text
} The word "assigns" in the case of the vendor will be inserted only when part of the property is retained by him.

„ 287 Line 6. If part of the property is retained by the vendor, *add* "and assigns" *after* "admors."

„ 298 5th line of precedent, *after* "hereby" *insert* "for himself, his heirs, exors, and admors."

„ 298 Line 12 from bottom, *dele* the words "*omitting the estate clause.*"

„ 301 Precedent IX., line 3. If the lease is a rack-rent one, and no money passes, *say* "in consideration of the covenant of the sd B. hereinafter contained."

„ 302 In recital of state of mortgage debt, *say*, that all interest has been paid.

„ 304 End of Precedent XI. If the deeds are retained by the mortgagee, a covenant for production should be *added*, to be entered into by the mortgagee, if willing, otherwise by the vendor.

„ 308 Note (*e*), for "power of sale" *read* "mortgage."

„ 310 Line 5 from bottom of text, *add after* "granted" "for the sum of £——."

„ 319 Precedent XVIII., *add* note that notice of the conveyance should be given to the mortgagee; see Dart V. & P., 5th ed. p. 693.

„ 321 Note, *add* reference to *Adams* v. *Angell*, 5 Ch. D. 634.

„ 324 End of Precedent XXI., *add* covenant for production of deeds if retained by mortgagees, to be entered into by them or by the trustee in bankruptcy.

„ 339 Note (*n*), first paragraph, *add* reference to *Mansfield* v. *Childerhouse*, 4 Ch. D. 82.

„ 341 Precedent XXXII., *omit* "*habendum* UNTO AND TO THE USE of the sd B., his heirs and assigns, for ever."

„ 341 End of line 3 from bottom, *add* "*free from incumbrances.*"

Page 342 Note, *add* "*O'Rorke* v. *Bolingbroke*, 2 App. Cas. 814."

„ 345 Last line of text, } *After* "hereby," *add* "for herself or himself, her
„ 346 Line 7, } or his heirs, exors, and admors."

„ 363 Top. The delivery of the mining stock and plant and payment of the purchase-money for the same should be recited as *intended* to be done, to avoid any question as to the recital operating as a transfer so as to let in the liability to duty. See p. 417, note (*a*).

„ 400 Line 1 of Precedent, *after* "mind," *add* "acting by B., of, &c., as committee of his estate."

„ 401. *Dele* the note. It is believed to be the practice for the committee, on behalf of the lunatic, to enter into the ordinary covenants for title and production of deeds, which should commence as follows: "And the sd A., acting by the sd B. as such committee as aforesd, doth hereby for himself, &c."

„ 409 The operative part of the conveyance is not in proper form. As the liquidators act under a statutory power of attorney and have no estate, it is considered that the operative part should be as follows:—In consideration of the receipt by the liquidators of the shares, &c., "the original company acting by the liquidators do hereby grant and assign, and the liquidators do hereby confirm," &c. In the rest of the deed the original company, whenever named together with the liquidators, should come first.

„ 412 In the covenants for title in Precedent LXIV. *say* "unto," *instead of* "to the use of."

„ 413 9th line from end of Precedent LXV., *after* "fee simple," *insert* "and all future payments of the said rent-charge."

„ 413 Precedent LXV., *add* note that notice should be given to the person or persons by whom the rent-charge is payable.

„ 417 Note (*a*), *after Horsfall* v. *Hey*, *add* reference to *Phillips* v. *Gibbons*, 5 W. R. 527.

„ 421 Line 4. The covenants for title should commence with a covenant that "notwithstanding anything, &c., the sd policy is now a valid and subsisting policy, and in nowise forfeited or become void or voidable."

„ 439 Line 1, *for* "this," *read* "the."

„ 456 Line 17, *for* "449," *read* "451."

„ 497 Form I., last line but 3, *after* "or," *insert* "immediately."

„ 514 Form v., line 4, *before* "accident," *insert* "inevitable," and *add* a note referring to *Saner* v. *Bilton*, 7 Ch. D. 815.

„ 517 Note (*a*), *for* "19 & 20 Vic. c. 120, s. 32," *substitute* "40 & 41 Vic. c. 18, ss. 46, 47, 48, 54."

„ 518 Note, line 10, *substitute* a reference to the Settled Estates Act, 1877, 40 & 41 Vic. c. 18.

Page 523 Line 17, *dele* "as a school or."

„ 524 Precedent V. As to the position of a person holding only an agreement for an underlease in the event of the disclaimer of the lease by the lessee's trustee in bankruptcy, see *Taylor* v. *Gillott*, L. R. 20 Eq. 682.

„ 533 Note (*h*), *dele* last paragraph. See addenda to p. 524, and p. 756, note.

„ 534 Line 16, *for* "lessor," *substitute* "original lessee."

„ 540 Note. *Substitute* a reference to 40 & 41 Vic. c. 18.

„ 548 *Dele* the proviso in the last 4 lines.

„ 549 Line 15 from bottom, *for* "to," *read* "until."

„ 615 Note. Fill in reference to pp. 647, 651.

„ 644 Form IX. The Bills of Sale Act, 1878, 41 & 42 Vic. c. 31, s. 6, which renders certain instruments giving powers of distress liable to registration as bills of sale, contains an express exemption of mining leases. The enactment would, it is apprehended, not apply to any lease (whether mining or not) containing a power of distress merely for the rent reserved.

„ 670 Form X. *Substitute* a reference to the Settled Estates Act, 1877, 40 & 41 Vic. c. 18, ss. 46, 47, 48, 54.

„ 671 Form XI. The covenant to pay the rent will be for payment "to the lessor, his heirs or assigns, until such notice shall have been given or left as aforesd, and afterwards to the mortgagees, their heirs or assigns."

„ 706 That the proviso for protection of purchasers is effectual, see *Dicker* v. *Angerstein*, 3 Ch. D. 600.

„ 708 Form II. } It may be as well that in case of leaseholds the power
„ 710 Form IV. } of sale should be exercisable also, "in case the sd *mortgagor*, his exors, admors, or assigns, shall at any time make default in the performance or observance of any of the covenants on the part of the lessee or conditions contained in the hereinbefore recited indre of lease."

„ 712 Line 8 from bottom. Where copyholds are mortgaged with freeholds or leaseholds, *insert* "copyhold or customary," *before* "premises."

„ 714 Lines 16—18. *For* the words in brackets *substitute* "other than the covenants for payment of the sd principal moneys and interest on the respective days aforesd."

„ 716 Line 2. *For* "on the principal," *substitute* "on the whole principal sum for the time being remaining unpaid."

„ 716 Form VIII., last line but 2. In a transfer of mortgage, *for* "intended to be hereby secured," *say* "expressed to be hereby assigned."

„ 717 Line 8, *after* "presents," *add* "or otherwise."

Page 721 Note (*e*), *after* "given," *add* "in the case of mortgages of land."

„ 725 Forms XXII. and XXIII. A power of distress or attornment clause will now make the mortgage a bill of sale under 41 & 42 Vic. c. 31, s. 6, so as to require registration as against trustees in bankruptcy or liquidation or execution creditors (s. 8), or a subsequent registered bill of sale (s. 10).

„ 727 If policies are included in the mortgage, *add* at line 6 from bottom, *before* "and shall pay," "and also all premiums and other moneys which the sd *mortgagee*, &c., shall have paid for keeping on foot the policies hereby mortgaged or any of them, or for effecting or keeping on foot any such substituted policy or policies as aforesd, pursuant to the provisions hereinbefore contained."

„ 728 Line 5 from bottom. *For* "this security," *substitute* "the security of these presents [the sd indre of, &c.]."

„ 739 Form VI. In the case of policies of assurance the covenants should commence with a covenant that "the sd respective policies are now valid and subsisting and in nowise void or voidable."

, 739 Form VI. 3rd line from bottom. *For* "policy," *read* "respective policies."

„ 745 Line 10. The covenant should be for payment "on demand." See p. 700, form IX.

„ 754 Line 3, *dele* "*as in a conveyance on sale*, p. 298." The covenant to surrender should commence as follows in lieu of the form at p. 298 : "He the sd A. doth hereby, for himself, his heirs, exors, and admors, covenant with the sd B., his exors, admors, and assigns, that he the sd A., or his heirs, and all other necessary parties, if any, will forthwith, at his or their own costs, surrender into the hands of the lord or lords, lady or ladies, of the sd manor, [manor of —— in the county of ——,] according to the custom thereof."

„ 760 Line 10 from bottom, *dele* "*as in a conveyance on sale.*" See addenda to p. 754.

„ 766 Middle. *Covenant by A. to surrender copyholds, dele* "p. 298." See addenda to p. 754.

„ 771 Last line but one of text, *for* "heirs," *read* "exors, admors."

„ 772 Line 2. Note the addenda to p. 754.

„ 773 Line 9, add note :—It is now settled that a trustee having a power to mortgage, or an executor dealing with his testator's assets, may make a mortgage with a power of sale. See *Russell* v. *Plaice*, 18 Beav. 21 ; *Earl Vane* v. *Rigden*, L. R. 5 Ch. 663 ; *Re Chawner's Will*, L. R. 8 Eq. 569 ; *Cruikshank* v. *Duffin*, L. R. 13 Eq. 555.

„ 786 Middle. As to mortgagees concurring with co-owners in the sale of the entirety, and apportioning the purchase-money, see *In re Cooper and Allen*, 4 Ch. D. 802.

Page 796 Note (*a*). The Building Societies Act, 1874, has been further amended by 40 & 41 Vic. c. 63.

810—812. Note.—The Bills of Sale Acts, 1854 and 1866, have been repealed by the Bills of Sale Act, 1878, 41 & 42 Vic. c. 31 (coming into operation on 1st Jan. 1879), which has made important alterations in the law, as stated in the 2nd, 5th, 6th, 7th, 8th and 9th heads of this note.—2nd and 5th heads: The registration of a bill of sale of chattels will now (by s. 20 of the Act of 1878) exclude the application of the reputed ownership clause of the Bankruptcy Act.—5th head: The time allowed for registration is reduced from twenty-one to seven days. Under the old Act the title of a grantee under an unregistered bill of sale was liable to be defeated by the bankruptcy or liquidation of the debtor, although possession was taken before the filing of the petition, as the title of the trustee related back to a prior act of bankruptcy, (*Exp. Attwater*, 5 Ch. D. 27); but under the new Act it will be sufficient, if possession is taken before the filing of the petition (s. 8).—6th head: Where fixtures (other than trade machinery) are mortgaged *with* the land by the *same* instrument, registration will not be necessary, even though power is given to the mortgagee to sell or take possession of the fixtures separately from the land (ss. 4 and 7, altering the law in *Hawtry* v. *Butlin*, &c.). Growing crops are put by the Act on the same footing as fixtures, so that registration will be necessary if they are mortgaged without the land (ss. 4 and 7). But trade machinery (as defined by s. 5) is placed on the same footing as personal chattels, so that registration will be necessary, even though it is mortgaged with the land (s. 4).—7th head: The Act can no longer be evaded by the device of renewing the bill of sale from time to time within the period allowed for registration, a bill of sale so given by way of renewal being made void by s. 9. This device had been decided (in *Ex parte Furber*, 6 Ch. D. 181), to be void under the bankruptcy law, although the security did not comprise all the property of the debtor.—8th head: An agreement to give a bill of sale is now included in the definition of a bill of sale (s. 4), and requires registration. A power of distress inserted in a mortgage or an attornment clause giving such a power will now (by s. 6) require registration to make it effectual.—9th head: Bills of Sale will now have priority according to the date of their registration (s. 10); a transfer of a bill of sale need not be registered (s. 10). The Act also requires that a bill of sale shall set forth the consideration for which it is given (s. 8). See also the requirements of s. 10 as to the mode of attestation and registration, which contain some new provisions. The Act will not necessitate any alterations in the Precedents (XXXIV., XXXV., and XXXVI.) of mortgages comprising chattels, except that the distinction as to fixtures mortgaged with the land, as to whether the mortgagee has a right to sever them or not, is now immaterial.

Page 811 4 lines from end. *Brantom* v. *Griffits*, reported on app. 2 C. P. D. 212.

„ 814 Note
„ 818 Note (*c*)
„ 820 Note
„ 821 Note
„ 824 Note
„ 825 Note
} See addenda to pp. 810—812.

„ 836 Note. *Keith* v. *Burrows*, is now reported on appeal, 2 App. Cas. 636.

„ 866 Precedent LI. In the assignment of the mortgage debt, *say* "all interest due and henceforth to become due for the same."

„ 866 Last line but one, *for* "XLIX.," *read* "L."

„ 967 See in connection with Precedent XI., *Pooley* v. *Driver*, 5 Ch. D. 458; *Ex parte Delhasse*, 7 Ch. D. 511.

„ 996 The efficacy of the clause on this page is very doubtful, *see* Addenda to p. 967.

„ 1037 As to the wife's power to pledge the husband's credit after separation, see *Eastland* v. *Burchell*, 3 Q. B. D. 432.

„ 1051 Form VI. The words in brackets may be omitted, as Scotch heritable bonds are now in general personal estate. See 31 & 32 Vic. c. 101, s. 117.

„ 1059 Note (*f*), first line, *say* "If after-acquired property, or a second fund, &c."

„ 1076 Note (*g*). The reference should be to p. 1074, note.

„ 1079 Line 8 from bottom of text. "Husband" should be in italics.

„ 1103 Line 5 from bottom of text. *Dele* C. as a party.

„ 1122 *Add* a note to Precedent X. that notice should be given to the trustees of the reversionary interest and the portion-money. See, as to the latter, *Re Hughes' Trust*, 2 Hem. & M. 89.

„ 1152 Form XV., last line, *after* "married," *add* "or if there shall be no such child."

„ 1152 Last line of note (*g*), *for* "3rd ed.," *read* "2nd ed."

„ 1183 Note (*d*). The references should include forms L., LVII., and LIX.

„ 1183 Note (*f*). The references should include form L.

„ 1184 Notes (*a*) and (*c*), and p. 1185, note (*d*). The references should include forms LVII. and LIX.

„ 1185 Note (*e*). *Dele* LVIII.

„ 1214 Note (*e*). *Add* a reference to the power to grant easements to local authorities, p. 1346.

ACKNOWLEDGMENTS (*a*).

I.

MEMORANDUM *by a* JUDGE *or two* COMMISSIONERS *to be endorsed on or written at the foot or in the margin of a* DEED ACKNOWLEDGED *by a* MARRIED WOMAN. *Variation for* SEVERAL MARRIED WOMEN.

THIS deed marked [A] was this day produced before me [us] and acknowledged by, *name in full of married woman or women*, therein named to be her act and deed [their several acts and deeds] previous to which acknowledgment[s] the sd —— was [were] examined by me [us] separately and apart from —— her husband [—— and —— their respective husbands] touching her [their] knowledge of the contents of the sd deed and her [their] consent thereto, and declared [each of them declared] the same to be freely and voluntarily executed by her.

Witness my hand [our hands] this —— day of ——

Signature of Judge or two Commissioners.

II.

CERTIFICATE *of a Judge or two Perpetual Commissioners of having taken the* ACKNOWLEDGMENT *of a*

(*a*) The forms under this head relate to the acknowledgment of deeds by married women relating to real estate under 3 & 4 Will. 4, c. 74, s. 77, *et seq.* (and see as to contingent interests, &c., 8 & 9 Vic., c. 106, ss. 6 & 7), and to reversionary interests in personal estate under 20 & 21 Vic., c. 57.

MARRIED WOMAN *to be written or engrossed* ON A SEPARATE PIECE OF PARCHMENT. *Variation for* SEVERAL MARRIED WOMEN.

THESE are to certify that on the —— day of ——, before me ——, one of the Justices, &c., [us, K and L, two of the perpetual Commissioners appointed for the county, *or* "riding" *or* "division" *or* "soke" *or* "place" of ——, for taking the acknowledgments of deeds by married women, pursuant to an Act passed in the 3rd and 4th years of the reign of his late Majesty King William IV., intituled "An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance"], appeared personally M. the wife of N. [and Q. the wife of R.] and produced a certain indre marked —— bearing date the —— day of —— and made between, *insert names of parties without description*, and [each of them] acknowledged the same to be her act and deed, and I [we] do certify that the sd M [each of them the sd M. and Q.] was at the time of her acknowledging the sd deed of full age and competent understanding, and that she [each of them] was examined by me [us] apart from her husband, touching her knowledge of the contents of the said deed, and that she [each of them] freely and voluntarily consented to the same.

Signed by the Judge or two Commissioners.

III.

AFFIDAVIT *to be sworn on parchment* VERIFYING THE CERTIFICATE OF ACKNOWLEDGMENT *to be made by a* SOLICITOR *where the* ACKNOWLEDGMENT *is taken before a* JUDGE. VARIATIONS *where the* AFFIDAVIT *is made by a* THIRD PARTY (*either a* SOLICITOR *or not*) *and a* SOLICITOR, *and for* SEVERAL MARRIED WOMEN.

In the High Court of Justice.

Common Pleas Division.

I —— of —— in the —— of —— gentleman, one of the solicitors of the Supreme Court (*b*) make oath and say, [we —— of —— in the —— of —— and —— of —— in the —— of —— gentleman, one of the solicitors of the Supreme Court, severally make oath and say]

Where the affidavit is to be made by the solicitor only, say,—

1. That I —— know —— the wife of —— [and —— the wife of —— respectively] in the certificate hereunto annexed mentioned, and that the acknowledgment therein mentioned was made by the sd —— [each of them the sd —— and ——] and the certificate signed by the Judge in the sd certificate mentioned on the day and year therein mentioned at —— in the —— of —— in my presence.

2. That at the time of making such acknowledgment the sd —— [each of them the sd —— and ——] was of full age and competent understanding, and knew the sd acknowledgment was intended to pass her estate in the premises respecting which such acknowledgment was made.

Where the affidavit is to be made by a third party and a solicitor, say,—

1. And first I ——, *the third party,* for myself say that I know —— the wife of —— [and —— the wife of —— respectively] in the certificate hereunto annexed mentioned, and that at the time of making the acknowledgment in the sd certificate mentioned, the sd —— [each of them the sd —— and ——] was of full age.

2. And I ——, *the solicitor,* for myself say that the acknowledgment in the sd certificate mentioned was made by the sd —— [each of them the sd —— and ——], and the certificate signed by the Judge in the sd certificate

(*b*) See 36 & 37 Vic., c. 66, s. 87.

mentioned on the day and year therein mentioned, at —— in the —— of —— in my presence.

3. That at the time of making such acknowledgment the sd ——[each of them the sd —— and ——] was of competent understanding, and knew the sd acknowledgment was intended to pass her estate in the premises respecting which such acknowledgment was made.

In either case, say,—

3. [4.] That previous to the sd —— [each of them the sd —— and ——] making the sd acknowledgment, I inquired of her the sd —— [each of them the sd —— and ——] whether she intended to give up her interest in the estate, in respect of which the sd acknowledgment was taken, without having any provision made for her in lieu of, or in return for, or in consequence of her so giving up her interest in the sd estate, and that in answer to such inquiry the sd —— [each of them the sd —— and ——] declared that a provision was to be made for her in consequence of her giving up such her interest in the sd estate, [she did intend to give up her interest in the sd estate without having any provision made for her in lieu of, or in return for, or in consequence of her so giving up such her interest], of which declaration of the said —— [each of them the sd —— and ——], I have no reason to doubt the truth, and I verily believe the same to be true.

4. [5]. (*c*) That before the sd acknowledgment was so taken I was satisfied, and do now verily believe, that such provision has been made by —— and that such —— has been produced to the sd Judge.

5. [6]. That it appears by the deed, acknowledged by the sd —— that the premises wherein she [each of them] is stated to be interested are described to be in the —— of —— in the —— of ——.

(*c*) This clause will be omitted if no provision is to be made.

IV.

AFFIDAVIT *to be sworn on parchment verifying the* CERTIFICATE *of* ACKNOWLEDGMENT *to be made by a* SPECIAL COMMISSIONER *where only* ONE MARRIED WOMAN *makes an* ACKNOWLEDGMENT.

IN THE HIGH COURT OF JUSTICE.

COMMON PLEAS DIVISION.

I —— of —— in the —— of —— one of the Commissioners mentioned in the certificate hereunto annexed, make oath, and say, *The clauses are the same as in Precedent III., substituting for the word* judge *the first time it occurs the words* "me, and —— of —— in the —— of —— the other Commissioner," *and afterwards the words,* "I and the other Commissioner," *and adding after paragraph* 2 *or* 3, *as the case may be, the following paragraph :—*

I am, and to the best of my knowledge and belief the sd——, the other Commissioner, is not in any manner interested in the transaction giving occasion for such acknowledgment, or concerned therein, as solicitor or agent, or as clerk to any solicitor or agent so concerned.

V.

AFFIDAVIT *to be sworn on parchment verifying the* CERTIFICATE *of* ACKNOWLEDGMENT *to be made by a* SOLICITOR (*not being a* COMMISSIONER *taking the* ACKNOWLEDGMENT.)

IN THE HIGH COURT OF JUSTICE.

COMMON PLEAS DIVISION.

I —— of —— in the —— of —— gentleman, one of the solicitors of the Supreme Court, make oath, and say, *The clauses are the same as in Precedent III., substituting for*

the word judge *the first time it occurs,* "—— of —— gentleman, and —— of —— gentleman, the commissioners," *and afterwards the word,* "commissioners," *and inserting a similar paragraph to that beginning,* "I am," &c., *set out in the last precedent, but commencing,* "That to the best of my knowledge and belief the sd —— one of the commissioners," &c.

AGREEMENTS.

I.

AGREEMENT *for* SALE *of a Freehold or Copyhold Estate with usual* PROVISIONS. VARIATION *where the* VENDOR *contracts by an* AGENT. (*d*)

ARTICLES OF AGREEMENT made the —— day of —— BETWEEN A. of, &c. [as agent for and on behalf of C. of, &c.] (hereinafter called the vendor) of the one part, and B. of, &c. (hereinafter called the purchaser) of the other part. Parties.

1. THE VENDOR agrees to sell, and the purchaser agrees to purchase, for the sum of £ —— the inheritance in fee simple [the inheritance according to the custom of the manor of —— in the county of ——] in possession free from incumbrances [except as hereinafter mentioned], of ALL that, &c., *parcels set forth fully, with a reference, if need be, to a plan or schedule*, with the appurtenances to the same premises belonging. Agreement for sale.

[*Provision as to timber, fixtures, &c., if any, to be taken at a valuation. See* CONDITIONS OF SALE.]

2. THE purchaser shall pay [to the vendor the sum of Purchase-money and interest.

(*d*) See also the forms of general and special conditions under the head "Conditions of Sale," which are applicable with little (if any) alteration to sales by private contract. And see the forms given below of miscellaneous clauses applicable to sales by private contract. Special clauses relating to various descriptions of property, such as advowsons, life policies, &c., will be found under "Conditions of Sale." The conditions usual on sales by auction are frequently, notwithstanding the stringency of some of them, submitted to by purchasers on sales by private contract. In preparing agreements for sale, the provisions of the Vendor and Purchaser Act, 1874, 37 & 38 Vic., c. 78, ss. 1, 2, and 3, should be borne in mind.

£ —— part of the sd purchase money immediately upon the execution of this agreement, and shall pay the residue of] the sd purchase money [together with the amount of the aforesd valuation] to the vendor, or as he shall direct at the time and place hereinafter fixed for the completion of the purchase, and if from any cause whatever [other than the default of the vendor], the purchase shall not be completed on or before that day, the purchaser shall pay to the vendor interest on the [balance of the] sd purchase money [and the amount of the aforesd valuation] at the rate of £5 per cent. per annum from that day until the completion of the purchase.

Incumbrances. 3. The sd premises are sold subject [*if copyhold,* to the manorial rents, fines, heriots, and services, and] to all chief quit and other rents, rights of way and water, and other easements affecting the same [liability to repair, or contribute to the repair of, roads, bridges, sewers, drains, fences, and other like matters], and to the subsisting tenancies and tenant rights [to a lease for —— years at a rent of £ —— per annum, granted by an indre dated, &c., and made between, &c., *or* "to the leases and tenancies mentioned in the schedule hereto," *or* "to a mortgage for £ —— and interest at 5 per cent. per annum, created by an indre dated, &c.," *or* "to an annuity or rent of £ —— charged thereon during the life of X, by the will of, &c.," which sd principal sum and the interest thereon from the —— day of ——, *or* "which sd annuity from the —— day of ——" shall be paid by the purchaser, and the vendor shall be indemnified therefrom by a bond or covenant of the purchaser, to be prepared by and at the expense of the vendor, and to be executed at the time of the completion of the purchase.]

Abstract. 4. The vendor shall, within *one week* from the date hereof, deliver, or send by post, to the purchaser or his solicitor, an abstract of his title to the sd premises commencing, &c., *here add any special conditions as to title, &c.,—clauses making recitals evidence—as to identity—and expenses. See* Conditions of Sale.

Completion 5. The purchase shall be completed on the —— day of ——

next, at the office of the vendor's solicitors, Messrs. —— at —— at which time and place the vendor and all other necessary parties, if any, shall, upon payment of the [balance of the] purchase-money [and the amount of the aforesd valuation], execute a proper assurance of the sd premises to the purchaser, such assurance to be prepared by and at the expense of the purchaser, and to be left at the office aforesd not less than —— days before the sd —— day of —— next. [*If the vendor be a trustee or mortgagee*, The vendor being a trustee [mortgagee selling under a power of sale], shall not be required to enter into any covenant except the usual covenant against incumbrances and the qualified covenant for production of muniments mentioned in the —— clause, and the persons beneficially interested [mortgagor] shall not be required to concur.] and conveyance.

6. The vendor shall pay and discharge all rates, taxes, and outgoings payable in respect of the sd premises, and shall be entitled to the rents and profits or possession, thereof up to the —— day of —— next, from which day the purchaser shall be entitled to the rents and profits, or possession, and shall pay and discharge all rates, taxes, and outgoings, and the rents, and profits, and outgoings shall, if necessary, be apportioned for the purpose of this provision: [Provided, nevertheless, that in the event of the completion of the purchase being delayed, the purchaser shall not be let into possession of such part of the sd premises as is in hand until the purchase shall be actually completed.] Possession and outgoings.

Clauses as to retention of title-deeds—time for delivering requisitions—compensation for mis-description—and non-compliance by purchaser with conditions. *See* Conditions of Sale.

In witness whereof the sd parties [the sd A. as agent for and on behalf of the sd C. and the sd B.] have hereunto set their respective hands the day and year first above written [*or*, As witness the hands of the sd parties].

Signed by the above-named —— in the presence of —— *or* "Witness to the signature of the above-named—"

II.

AGREEMENT *for* SALE *of* LEASEHOLDS, *with usual* PROVISIONS.

Parties. MEMORANDUM OF AGREEMENT made the —— day of —— BETWEEN A. of, &c., (hereinafter called the vendor) of the one part and B. of, &c., (hereinafter called the purchaser) of the other part.

Agreement for sale. 1. THE vendor shall sell and the purchaser shall purchase for the sum of £ —— ALL that leasehold, &c., *parcels, set forth from the lease,* with their appurtenances for the residue now to come of a term of —— years, commencing from the —— day of —— granted by an indre of lease [underlease] dated on or about, &c., and expressed to be made between, &c., free from all incumbrances [except as hereinafter mentioned.]

Provision as to fixtures or furniture, if any, to be taken at a valuation, and as to payment of purchase-money and interest, see CONDITIONS OF SALE *and Precedent I.*

Incumbrances. 2. THE sd premises are sold subject to the rent of £—— per annum reserved by and to the covenants and conditions contained in the sd lease, a copy of which has been produced to the purchaser prior to the signing of this agreement, and subject also to all rights of way, water, and other easements, if any, affecting the premises, and to the agreements with the undertenants, and to, *provision as to other incumbrances (if any) subject to which the property is sold, see Precedent I.*

Abstract. 3. THE vendor shall, within *one week* from the date hereof, deliver or send by post to the purchaser [to the solicitors of the purchaser, Messrs. —— at their office, No. —— street ——] an abstract of his title to the sd premises, but the purchaser shall not require the production of or make any requisition or objection in relation to the lessor's title [or any surrendered lease, or on account of the lease under which the premises are held being an underlease]. *Special conditions (if any) as to title, etc.—clauses making recitals*

evidence—as to identity—last receipt for rent evidence of performance of covenants—and expenses. See CONDITIONS OF SALE.

Completion.

4. THE purchase shall be completed on the —— day of —— next at the office of Messrs. —— the vendor's solicitors at —— at which time and place the vendor and all other necessary parties (if any) shall, upon payment of [the remainder of] the purchase-money, [and the amount of the aforesd valuation] execute a proper assignment of the sd premises to the purchaser for the residue of the sd term free from all incumbrances [except as aforesd], but subject to the rents, covenants, and conditions reserved by and contained in the sd lease from the —— day of —— next, such assignment to be prepared by and at the expense of the purchaser, and to be left at the office aforesd [of the vendor's solicitors] not less than —— days before the sd —— day of —— next.

Provision as to covenants if vendor is a trustee or mortgagee, see Precedent I.

Covenant for performance of covenants.

5. THE purchaser shall, if required, covenant in the sd assignment for payment of the rent and performance of the covenants and conditions of the sd lease, and for indemnifying the vendor in respect thereof.(*e*) And the purchaser shall execute a counterpart of the sd assignment at the expense of the vendor.

Provisions as to possession and outgoings, see Precedent I. title deeds—time for delivering requisitions—and compensation for mis-description. See CONDITIONS OF SALE.

IN WITNESS, &c.

III.

AGREEMENT *for* SALE *of* FREEHOLD, COPYHOLD, *and* LEASEHOLD PROPERTY *by several* VENDORS

(*e*) An express covenant of indemnity, though usual, is not essential, as the purchaser would, without any special stipulation, be legally bound to indemnify the vendor against his liability (if any). *Burnett* v. *Lynch*, 5 B. & C., 589 ; *Close* v. *Wilberforce*, 1 B., 112.

(*entitled jointly or in undivided* SHARES) *to several* PURCHASERS, *with usual* PROVISIONS.

Parties. Parties A., B., C., and D. (hereinafter collectively called the vendors) 1. E. and F. (hereinafter called the purchasers) 2. *If the vendors hold in undivided shares under different titles, recitals in the following form may be inserted.*

Recitals. A.'s title. WHAS one of the vendors, namely, the sd A., claims to be the absolute owner in his own beneficial right of two equal undivided one-fourth parts of the hereditaments the subject

B. and C.'s title. of this agreement: AND WHAS two others of the vendors, namely, the sd B. and C. claim to be exors and devisees in trust for sale, under the will of K. deceased, and as such to be co-owners of one other equal undivided one-fourth part

D.'s title. of the sd hereditaments: AND WHAS the other of the vendors, namely the sd D. claims to be the trustee in bankruptcy of the estate and effects of Y., and as such to be the owner of the remaining undivided one-fourth part of the sd hereditaments, but subject to a charge thereon for £—— and interest: AND WHAS the vendors are desirous and have agreed among themselves to sell the sd hereditaments as an entirety, and the purchaser is desirous of purchasing such entirety, NOW IT IS HEREBY AGREED as follows:—

Agreement for sale. 1. THE vendors shall sell and the purchasers shall purchase for the sum of £—— the inheritance in fee simple in possession of ALL that freehold, &c., *parcels*. And also the inheritance in possession according to the custom of the manor of —— in the county of —— of ALL that copyhold, &c., *parcels*, with the appurtenances to the said freehold and copyhold premises belonging, and also ALL that leasehold, &c., *parcels*, with the appurtenances for the residue now to come of a term of —— years, commencing from the —— day of —— granted by an indre of lease, dated, &c., and expressed to be made between, &c., free from all incumbrances [except as hereinafter mentioned].

Provisions as to timber, fixtures, &c., (if any), taken at a valuation. See CONDITIONS OF SALE. *Payment of deposit and*

balance of purchase-money and interest—incumbrances, &c., see Precedent I.; and as to lease under which the leaseholds are held, see Precedent II.

Abstract.

2. The vendors shall within *one week* from the date hereof deliver or send by post to the purchasers an abstract of their title to the sd respective freehold, copyhold, and leasehold premises, but as regards the sd leasehold premises, *lessors' title not to be required, &c., see Precedent II. Special conditions as to title, &c.—clauses making recitals evidence—as to identity—last receipt for rent evidence of performance of covenants of lease—and expenses. See* Conditions of Sale.

Where trustees of undivided share join in sale of the whole.

3. [No objection to the title or requisition shall be made on the ground of the sd B., C., and D., as such trustees as aforesd, not being authorised to join in the sale of the property now agreed to be sold as a whole.(*f*)]

Completion and conveyance.

4. The purchase shall be completed on the —— day of —— next, at the office of the vendors' solicitors, Messrs. —— at —— at which time and place the vendors and all other necessary parties (if any) shall upon payment of the [balance of the] purchase-money [and the amount of the aforesd valuation] execute a proper assurance or assurances of the sd freehold, copyhold, and leasehold premises, to the purchasers, free from incumbrances [save as aforesd], but as to the sd copyhold premises subject to the accustomed rents, fines, and services, and as to the sd leasehold premises, subject to the rents, covenants, and conditions reserved by and contained in the sd lease from the —— day of —— next, the sd assurance or assurances to be prepared by and at the expense of the purchasers, and to be left for execution at the office aforesd not less than —— days before the sd —— day of —— next.

Provision as to covenants if vendors are trustees or mortgagees, see Precedent I., or,—

Covenants to be entered into by vendors.

5. *If vendors hold in undivided shares under different titles,* The vendors being as aforesd tenants in common, the

(*f*) See *Rede* v. *Oakes*, 4 De G. J. & S. 505; *Cavendish* v. *Cavendish*, L. R. 10 Ch. 319.

covenants for title (of the usual qualified form given by vendors) to be entered into by the sd A. shall be limited to his undivided two-fourth shares, and the rest of the vendors, and the mortgagees of the share vested in the sd D. shall not be required to enter into any covenants for title other than the usual several covenants that they respectively have not incumbered. *Purchaser to covenant to pay rent, &c., of leaseholds, see Precedent II.*

Provisions as to receipt of rents or possession and outgoings, see Precedent I, clauses as to title deeds—time for delivering requisitions—and compensation for misdescription. *See* CONDITIONS OF SALE.

IN WITNESS, &c.

IV.

PROVISIONAL CONTRACT *for* SALE *of* FREEHOLDS *in* SETTLEMENT, *subject to the* APPROVAL *of the* COURT *being obtained under the* SETTLED ESTATES ACTS.(*g*)

Parties. Parties A., widow, tenant for life of the estates hereinafter mentioned, under the will of her late husband X., deceased, and B. and C., trustees of the sd will (hereinafter called the vendors) 1, and D. (hereinafter called the purchaser) 2.

Agreement for sale. 1. SUBJECT to the approval of the High Court of Justice being obtained as hereinafter mentioned, the vendors agree to sell, and the purchaser agrees to purchase, ALL those *parcels*, with the appurtenances thereof, and the inheritance thereof in fee simple, free from incumbrances, for the sum of £ ——, including the timber on the sd lands.

Purchaser to accept title. 2. THE title of the vendors to the sd premises having been already inquired into, and approved of by the purchaser (subject to the 9th clause hereof), shall be accepted by him without further investigation.

(*g*) See Settled Estates Acts, 19 & 20 Vic., c. 120, ss. 11 to 15, and ss. 23 to 25, 21 & 22 Vic., c. 77, ss. 1 & 7, 27 & 28 Vic., c. 45, s. 3, and 37 & 38 Vic., c. 33.

3. The purchaser shall on or before the —— day of —— next pay the purchase-money to the sd trustees, or into the Bank of England, as may be directed by the order of the sd Court in that behalf made upon the application hereinafter mentioned; and if the same is not so paid, the purchaser shall pay interest (less income-tax) thereon, at the rate of £5 per cent. per annum from the sd —— day of —— next to the day on which the same is actually paid. And upon payment of the purchase-money and interest (if any), the purchaser shall be entitled to the rents and profits or possession of the sd premises, as from the —— day of —— next, down to which time all outgoings shall be discharged by the vendors, and the rents, profits, and outgoings shall, if necessary, be apportioned for the purpose of this stipulation. Payment of purchase money.

4. Upon payment of the purchase-money, and interest thereon (if any), the vendors, and all other necessary parties (if any), shall execute a proper assurance of the sd premises to the purchaser, or as he may direct; but the sd trustees shall not be required to enter into any covenant, except the usual several covenants that they have not incumbered, and the covenant for production of muniments mentioned in the next clause. Completion.

5. *Provisions for retention of muniments relating to other property.* *See* Conditions of Sale.

6. The sd premises are sold, subject to the existing tenancies, and to all quit rents, rights of way and water, and other rights, easements, and liabilities affecting the same respectively. Incumbrances.

7. The purchaser having investigated the title of the vendors, and having satisfied himself as to the identity of the property agreed to be sold with the property described in the muniments of title, and having also satisfied himself of the correctness of the description contained in the schedule hereto, shall not require any further evidence of such identity, or make any objection or claim to compensation in respect of any want of identity, or any error Purchaser not to make requisitions with respect to parcels.

or omission in the description contained in the schedule which may hereafter be discovered.

Costs.

[8. The costs of the vendors, and all other parties, as between solicitor and client, of or incidental to the sd sale, and the conveyance, and this present contract, and the application to the sd Court hereinafter mentioned, including the expenses of the negotiations preliminary hereto, and of taking counsel's opinion as to the power of the vendors to sell, and of the preparation of the abstract, and making out the title, and of all surveys and valuations, and all other charges and expenses incurred in carrying out the sd sale, or in relation thereto, and including also the expenses of the interim investment of the sd purchase-money in the Funds or otherwise pending the reinvestment thereof in the purchase of land or otherwise, as directed by the Leases and Sales of Settled Estates Acts, shall be borne by the purchaser, and such costs and expenses (other than those of the purchaser) shall be paid by him to the vendors or their solicitor upon the purchase being completed, and such investment of the purchase-money as aforesd being made, or in the event of the sanction of the sd Court not being obtained on or before the —— day of —— next, as hereinafter mentioned, then on such last-mentioned day.]

Vendors to make application to court.

9. The power of the vendors to sell being doubtful, an application shall forthwith be made by them to the sd Court for the sanction of the Court to the sd sale under the aforesd Acts; and this contract is conditional on such sanction being obtained; and in case such sanction shall not be obtained to this contract, either in its present terms, or with such variations as may be assented to by both parties, on or before the —— day of —— next, then this contract shall be void [save and except the last preceding clause].

Vendor's power to annul

10. If the purchaser shall refuse or neglect to comply with any of the stipulations of this contract, the vendors shall be at liberty to annul the same, and shall thereupon

be entitled to recover from the purchaser all expenses hereinbefore made payable by him, or occasioned by his default. on non-compliance by purchaser.

In witness, &c.

V.

AGREEMENT *for* Sale *of* Mining Property *to a* Trustee *for an intended* Limited Company. Part *of the* Purchase-money *to be paid in* Shares.

Parties A. (hereinafter called the vendor), 1, B., 2. Parties.

Whas it is in contemplation to establish a Company (hereinafter called the Company), with liability limited by shares, under the "Companies Acts, 1862 and 1867," for the purpose of purchasing from the vendor the hereditaments and property hereinafter mentioned, and working the mines thereunder. Recital.

NOW IT IS HEREBY AGREED as follows:—

1. The vendor shall sell, and the sd B., as trustee for the Company, shall purchase for the sum of £ ——, *parcels*, and the inheritance thereof in fee simple, free from incumbrances [together with all trucks, waggons, rails, turntables, weighing-machines, steam and other engines, whimsies, machinery, tools, implements, ropes, rollers, chains, skips, and other articles and things belonging to the vendor, and used or employed in or about the working of the sd mines, a list whereof is given in the schedule hereto]. Agreement to sell.

2. The purchase-money, with interest, from the —— day of —— next, at the rate of £ —— per cent. per annum upon the unpaid part thereof for the time being, shall be paid by the Company to the vendor as follows, namely, the sum of £ ——, part thereof, with interest on such last-mentioned sum as aforesd, so soon as deposits to the Purchase-money.

amount of such sum and interest shall have been received upon the allotment of shares in the Company, or so soon as deposits to the amount of £ —— in the whole, upon applications for and allotments of shares, shall have been received, whichever shall first happen; the sum of £ —— further part thereof, with interest on such last-mentioned sum as aforesd, at the expiration of —— calendar months from the date of the issue of the first letters of allotment of shares in the Company, the aforesd payments to be made at the office of Messrs. ——, Solicitors; and the sum of £ ——, the residue of the said purchase-money, with interest, as aforesd, shall be paid or satisfied by an allotment to the vendor of —— fully paid-up shares in the Company(*h*) amounting at par to such sum and interest, such allotment to be made at the time of the first allotment of shares in the Company; and the vendor hereby agrees to accept such shares accordingly.

Conveyance.

3. Upon the last instalment of the purchase-money and interest being duly paid, the vendor and other necessary parties (if any) will execute and do all such assurances and acts for assuring the property to the Company as shall be reasonably required, such assurances to be prepared by and at the expense of the Company, and to be left at the office aforesd ten days at least before the payment of the sd last instalment.

Possession.

4. The mines shall be worked on account of and all outgoings in respect of the property shall be borne and paid by the vendor up to the —— day of —— next, and the vendor shall be entitled to all rents and profits which shall accrue due in respect thereof up to that date. The Company or their agents shall be let into possession on the sd —— day of ——, and shall from that date work the mines and bear and pay all outgoings, and be entitled to all the rents and

(*h*) This contract, or (to save expense), a short separate contract repeating the provisions relating to the paid-up shares, must be filed with the registrar of Joint Stock Companies at or before the issue of the shares. 30 & 31 Vic., c. 131, s. 25. See the next Precedent.

profits of the property, and such outgoings, rents, and profits shall, if necessary, be apportioned between the vendor and the Company for the purpose of this provision.

Add any other clauses which may be appropriate, as in ordinary contracts.

5. In case a Company with liability limited as aforesd shall not be duly incorporated within —— calendar months from the date of this agreement, or in case such company shall be duly incorporated, but shares to the nominal value of £—— [on each of which at least £—— shall be paid up in cash] (in addition to the shares to be taken by the vendor as aforesd) shall not be allotted within —— calendar months from the date of this agreement, or in case the Company shall fail to observe any of the stipulations herein contained, this agreement shall be void [may at the option of the vendor to be declared by a notice in writing given to the sd B. or the Company, or left at the registered office of the Company, if formed, addressed to the secretary thereof, be rescinded], in which event [the vendor's expenses of and incidental to this agreement, or consequent thereon, shall be paid by the sd B. or the Company; and] any part of the purchase money which may have been paid, and any shares which may have been allotted in part payment of the same, shall be repaid and surrendered respectively to the Company, but without interest, and any rents or profits which may have been received by the Company shall, in like manner, after deducting outgoings and expenses, be accounted for to the vendor without interest. Rescinding.

In witness, &c.

VI.

CONTRACT *for* Issue *of Fully paid-up* Shares *to the* Vendors *of* Property *to a* Limited Company.

ARTICLES of Agreement made, &c., between the ——

Company, Limited (hereinafter called the sd Company), of the one part, and A., of, &c., and B., of, &c., of the other part, whereby for good and valuable considerations it is agreed that the said Company shall allot and issue to the sd A. or to his nominees —— shares of the sd Company (numbered —— to ——), and to the sd B., or to his nominees —— shares in the sd Company (numbered —— to——), making together —— shares of and in the capital stock of the sd Company, of the nominal value of £ —— each share, the full amount whereof shall be deemed and taken as having been paid up, and all of the sd —— shares shall for ever hereafter be considered and dealt with as fully paid up accordingly (*i*).

In witness, &c.

VII.

AGREEMENT *for* Sale *of* Freeholds *by* Official Liquidators *under Winding-up*.(*k*)

Parties.

Parties A. and B. the official liquidators of the —— Company, Limited (hereinafter called the vendors), 1, and C. and D. (hereinafter called the purchasers), 2.

Agreement for sale.

1. Subject to the direction and approbation of the High Court of Justice to be obtained as hereinafter mentioned, the vendors will sell and the purchasers will purchase for the sum of £ —— the fee simple in possession of, *parcels*.

Furniture and fittings to be taken at a valuation.

2. The purchasers shall, in addition to the sd sum of £ ——, pay for the office fittings or fitted furniture, and all other tenant's fixtures upon the property, according to a valuation to be made in manner following (that is to say) each

(*i*) To be registered with the Registrar of Joint Stock Companies before the shares are allotted, pursuant to the 25th section of the Companies Act, 1867, 30 & 31 Vic., c. 131. See the last Precedent.

(*k*) See 25 & 26 Vic., c. 89, s. 95. As to the powers of a liquidator under a voluntary winding-up, see s. 133, sub-section 7.

of the sd parties the vendors and the purchasers, or their respective solicitors, shall, within ten days from the date of this contract, appoint, by writing, one valuer, and give notice in writing to the other party of such appointment, and the valuers so appointed are to make such valuation, but before they commence their duty, they are to appoint an umpire by writing, and the decision of such valuers, if they agree, or of such umpire, if they disagree, is to be final, and in case the purchasers shall neglect or refuse to appoint a valuer and give notice thereof in the manner and within the time above specified, the valuation shall be made by the valuer appointed by the vendors alone, and his valuation is to be final. In case of any difference as to what are tenant's fixtures, the same shall be decided by the valuers, or valuer, or umpire, as the case may be. Any difference which, under the circumstances, cannot, or shall not, be determined as above mentioned, shall be determined by the judge to whose court the winding-up of the sd Company shall, for the time being, be attached.

Sale to be approved by Court.

3. THE vendors shall forthwith at their own cost apply for and endeavour to obtain the approbation of the sd Court to this present contract, and in case such approbation shall not be obtained before the —— day of ——, 18 ——, this contract shall be void.

Abstract

4. THE vendors shall, within ten days after this contract has been confirmed by the Court, deliver to the purchasers or their solicitors an abstract of the title to the premises purchased, subject to the stipulations herein contained. The purchasers shall, within *fourteen days* after the actual delivery of the abstract, deliver at the office of the vendors' solicitors at, &c., a statement in writing of objections and requisitions (if any) to or on the title as deduced by such abstract, and upon the expiration of such last-mentioned time, the title shall be considered as approved of and accepted by such purchasers, subject only to such objections and requisitions (if any), and time shall be deemed of the essence of the contract in this respect, and for the purpose

of every objection or requisition an abstract shall be deemed to be perfect if it supply the information suggesting the same, although otherwise defective, and if the purchasers shall insist on any objection or requisition which the vendors shall be advised not to remove or comply with, the vendors, with the sanction of the judge, shall, notwithstanding any intermediate negotiation, and although they may have insisted that all or any of the objections and requisitions are untenable, be at liberty, by notice in writing signed by their solicitors, to rescind the contract upon such terms in all respects as the sd judge shall direct or authorise.

Compensation for misdescription.

5. The property is believed and shall be taken to be correctly described, and is sold subject to all the existing tenancies, rights of way and water, and other easements (if any) charged or subsisting thereon, and if any error, misstatement or omission in the parcels be discovered, the same shall not annul the sale nor entitle the purchasers to be discharged from their purchase, but a compensation is to be made to or by the purchasers as the case may be, and the amount of such compensation is to be settled at chambers by the sd judge.

Add any other clauses which may be appropriate as in ordinary contracts.

Resale on non-compliance.

6. If the purchasers shall not pay their purchase-money at the time above specified, or at any other time which may be named in any order of the said Court for that purpose, and in all other respects comply with the foregoing stipulations, an order may be made by the sd Judge upon application at chambers for the resale of such property, and for payment by the purchasers of the deficiency (if any) in the price which may be obtained upon such re-sale, and of all the costs and expenses occasioned by such default.

In witness, &c.

VIII.

AGREEMENT *for* SALE *of* FREEHOLDS *to a* RAILWAY COMPANY. VARIATIONS *for* LEASEHOLDS *or* COPYHOLDS. (*l*)

Parties. Parties A. (hereinafter called the vendor) 1. B. as agent for and on behalf of the —— Railway Company (hereinafter called the Company), 2.

Agreement for sale. 1. BY virtue of the powers, and subject to the provisions of the —— Railway Act, 18 ——, [and the —— Railway Act, 18 ——, or one of them], and of the Public Acts incorporated therewith, the vendor agrees to sell and the Company agree to purchase for the purposes of the railway and works authorised by the sd first-mentioned Act, for the sum of £ ——, the inheritance in fee-simple in possession, *or* "the inheritance according to the custom of the manor of —— in the county of —— in possession," *or* "the leasehold estate and interest of the vendor as hereinafter stated" of and in ALL that piece or parcel of land situate in the parish of —— in the county of —— [*if so intended say for freeholds*, "with the mines of coal, ironstone, slate, or other minerals, if any, under the same," *for copyholds or leaseholds* "with all the interest of the vendor (if any) in the mines," &c. (*m*)] with the messuage and outbuildings erected and built thereon, or on some part thereof, known as, &c., and numbered —— in the Plan and Book of Reference thereto of the Railway authorised by the sd first-mentioned Act relating to the sd parish, deposited with the Clerk of the Peace for the sd county of —— all which sd premises [are held by the vendor for the residue now unexpired of a term of —— years from the —— day of —— 18 ——, granted by an indre of lease, dated, &c., and expressed to be made between, &c., at the yearly rent of

(*l*) See the Lands Clauses Consolidation Act, 1845, 8 & 9 Vic., c. 18, and the Amending Acts, 23 & 24 Vic., c. 106, and 32 & 33 Vic., c. 18.

(*m*) See the Railways Clauses Consolidation Act, 1845, 8 & 9 Vic., c. 20, s. 77.

Tenant's interest.

£ ——, and subject to the covenants in the sd indre of lease contained, and the same] are agreed to be sold free from all incumbrances [except the manorial rents, fines, heriots, and services, *or* "payment of the rent and the performance of the lessee's covenants reserved and contained in the sd indre of lease under which the sd premises are held as from the —— day of —— next, and except an indre of lease [underlease] dated, &c., of the premises hereby agreed to be sold together with other premises, for a term of —— years, from the —— day of —— at the yearly rent of £ ——, of which £ —— shall be the apportioned rent payable in respect of the sd premises hereby agreed to be sold."]

Purchase-money to include compensation for damage by severance, &c.

2. The sd purchase-money shall be considered to include satisfaction and compensation for all damage (whether permanent or otherwise), loss, or inconvenience occasioned by severing the sd premises from the vendor's other property, or otherwise injuriously affecting such other property in the exercise of the powers of the sd acts [except structural damage and injury to any adjoining lands or buildings caused by the construction of the sd railway, or otherwise done or permitted by the Company,] and shall be in full satisfaction for all communications, bridges, culverts, drains, ways, passages, works, and things over, under, across, or near to the sd railway [except such as are hereby specially provided for] which might otherwise be required to be made or done under any of the sd acts for the better enjoyment, protection, or accommodation of the vendor's other property, and the vendor hereby consents to such alteration of levels as may be found convenient in the construction of the sd railway.

Tenant's interest.

[3. The sd purchase-money shall also include all claims (except for crops as hereinafter provided for), on the part of the tenants or occupiers of the sd premises, and if the Company shall require possession before the crops are matured, they shall pay the value of such crops to the tenants or occupiers of the land, possession whereof is required, or otherwise allow time for the same to mature and be removed.

The Company shall give due notice to the tenants and occupiers of the said lands and premises to treat as provided by the sd acts, and shall deliver all claims made by any such tenants and occupiers in respect of their interest in the sd lands and premises to the vendor, who shall settle the same upon such terms in all respects as he may think fit, he, the vendor, hereby agreeing to indemnify the Company from payment thereof.]

[4. The Company shall, within —— years from the date of these presents, execute, and for ever hereafter maintain, at their own expense, the accommodation and other works specified in the schedule hereto for the benefit of the vendor, his heirs and assigns, or other the persons who may, for the time being, be entitled to the —— farm. The conveyance to the Company shall contain a covenant to the effect of this present clause.] Accommodation works.

5. The vendor shall, within —— days from the date hereof, deliver to the solicitors of the Company an abstract of title to the premises hereby agreed to be sold, but to such extent only as the sd solicitors shall require, and produce the deeds and muniments of title and other evidences in proof of the same, and the vendor and all other necessary parties shall make and execute all proper and necessary assurances to the Company, or as they shall require of the sd premises, with covenants for title, and for production of deeds or other evidences not handed over to them according to the usual practice on purchases of similar property. Abstract.

6. The Company shall be at liberty to take possession of the sd premises at any time hereafter, and, if required, shall deposit the sd purchase and compensation-money in the Bank of ——, in the joint names of the vendor and of —— (on behalf of the Company), where the same shall remain at the risk of the Company until the purchase shall be completed, when the same shall be paid to the vendor or other parties entitled thereto, or otherwise into Court for their benefit, as provided by the sd Acts. Possession.

[The Company shall not proceed to take possession of Variation.

any part of the sd lands and premises without either the written consent of the vendor, or taking such proceedings for obtaining possession as provided by the sd Acts, provided that in case possession of the sd premises shall be taken by the Company before the vendor shall have deduced a good title to the whole of the sd premises, the purchase-money or a proportionate part thereof in respect of the lands and premises to which a good title shall not have been deduced, shall, pending the investigation of the title, be deposited at the risk of the Company in a bank to be approved by the vendor in the names of the vendor and the Company, and shall be paid to the vendor with interest thereon at the rate of £5 per cent. per annum from the time of the deposit upon a good title being deduced as aforesd, or in default of such title being shown shall be paid into Court pursuant to the provisions of the sd Acts, with interest as aforesd.]

Completion.

7. The purchase shall be completed on or before the —— day of —— next, at the office of Messrs. ——, at ——.

Interest on unpaid purchase-money.

8. The Company shall pay to the vendor or other parties entitled thereto interest at the rate of £ —— per cent. per annum on the sd purchase and compensation-money, or on so much thereof as shall remain unpaid [*where the variation in clause* 6 *is used, say,* or undeposited] from the time of their taking possession until the completion of the sd purchase and payment of the sd purchase and compensation-money, or the balance thereof.

Add any provisions as to title, identity, compensation for misdescription, custody of deeds, &c., which may be applicable as in ordinary contracts for sale. (*n*)

(*n*) In agreements for sales to companies purchasing by virtue of the Lands Clauses Consolidation Act, it is rarely necessary to make any stringent conditions as to the evidence to be given in support of the title, for as all the expenses are thrown on the company, it rarely happens that they make unreasonable requisitions. The only point to be attended to on the part of the vendor is to guard by contract against the money being paid into Court in such a manner as to excite any dormant claims.

9. The Company shall, on completion of the purchase, pay the vendor's costs of deducing and verifying his title, and of the assurance to the Company as provided by "The Lands Clauses Consolidation Act, 1845," [together with the sum of £ —— for the costs and charges of his surveyor and solicitor of and attending the making out and prosecuting his claims against the Company, inclusive of the costs of this agreement.] Costs.

10. In case this agreement shall in any respect fail to take effect, whether owing to the default of either party or otherwise, or in case any matter relating to the purchase or taking by the Company of the sd premises is not herein provided for, the respective parties hereto may, so far as respects the sd lands and premises hereinbefore described, at any time exercise or have recourse to such of the powers and provisions of the sd Acts relating to the purchase or taking of land by the Company, whether by agreement or by compulsory means, as may be applicable to the case. Provision for failure of agreement.

In witness, &c.

MISCELLANEOUS CLAUSES *in* Agreements *for* Sale.

1. The purchaser shall accept such title as the vendor has to the sd premises. As to title.

II. The vendor's title having been already examined into, and approved by the purchaser, is accepted by him without further investigation, and the property having been inspected by him, he admits that the description hereinbefore contained is correct both as to quantity and as to other matters which are discoverable by inspection. As to title and quantity.

III. The purchase-money shall be paid by the purchaser to the vendor in manner following, namely, the sum of £ ——, part thereof, on the execution of the assurance of Part of purchase-money secured by mortgage, &c.

the sd premises; and the payment of the remainder thereof, with interest, at the rate of £—— per cent. per annum, payable half-yearly, shall be secured by a mortgage in fee of the sd premises, with power of sale, and by the joint and several covenant of the purchaser, and X. as surety for him, which sd mortgage and covenant shall be prepared by the vendor at the expense of the purchaser, and shall be in such form as by the vendor shall be reasonably required, and shall be executed immediately after the execution of the assurance of the said premises. [And the messuage and buildings upon the sd premises shall forthwith be insured against loss by fire by the purchaser, or, in case of default on his part, by the vendor, at the expense of the purchaser, in the sum of £—— at the least [to the full value thereof], in some office or offices to be approved of by the vendor.]

Premises to be insured.

Consideration an annuity for vendor's life secured by mortgage, &c.

IV. THE consideration for the sd sale shall be an annuity, or yearly sum of £——, during the life of the vendor, commencing from the —— day of ——, and payable to him by equal quarterly payments, clear of all deductions, except income-tax, the first payment to be made on the —— day of —— next, in case the vendor shall be then living, and the payment of such annuity shall be secured *by mortgage, covenant, and insurance, as in last form, or* " by the purchase of an annuity of like amount from the Government or the —— Company for the life of the vendor, which shall be accepted as sufficient, without any lien or charge upon the sd hereditaments and premises, or any other security."

Diminution or increase in value.

V. THIS contract shall not be vacated or affected by any loss or damage to the sd premises by fire, tempest, or otherwise, or any diminution or increase in the value thereof, which may take place at any time between the date hereof and the completion of the purchase.

Special provisions on sale of business as going concern, the

VI. THE whole of the property, with the good will of the business, is sold as a going concern, the purchaser taking upon himself the debts and liabilities of the vendor in part payment of the purchase-money, as hereinafter mentioned.

The furniture, fittings, and fixtures in the shop and warehouse in —— Street, and the stock of manufactured articles at the factory, and in the shop and warehouse, shall be taken and paid for by the purchaser at a valuation. The sale shall include the book and other debts owing to the vendor, and the benefit of all orders and contracts remaining unexecuted at the time fixed for the completion of the sale, which shall respectively in like manner be paid for by the purchaser at a valuation (due allowance being made for bad and doubtful debts.) The amount of the debts owing by, and other liabilities of the vendor as they may exist at the time fixed for completion (such amount in case of difference to be ascertained by valuation), shall be allowed in reduction of the purchase-money. The purchaser shall take upon himself and indemnify and secure the vendor against such debts and liabilities (the particulars thereof being specified in a list or schedule), both by his personal covenant, and by a mortgage and deposit of the title-deeds of the property sold, with proper powers, including power in case of default to take possession and sell the property, inclusive of the chattels which may for the time being be thereon, such mortgage and indemnity to be prepared by and at the expense of the vendor.

purchaser taking on himself the debts and liabilities.

VII. THE vendor shall not, pending the completion of the sd purchase grant, or agree to grant, any lease or leases of the sd premises, or any part thereof, or cut down any timber or trees, or commit any other waste upon the same, without the consent of the purchaser.

Leases and waste.

VIII. IF the counsel of the purchaser shall be of opinion that a good title cannot be made to the whole of the sd premises, and the defect of title is not such as is hereinbefore made the subject of compensation, the purchaser shall not be bound to complete the purchase as to any part to which a good title can be made, but the contract shall at his option be wholly void, and the vendor shall thereupon repay to the purchaser the sd deposit of £ ——, together with all costs and expenses paid or sustained by

Avoiding contract if title not approved.

him in the investigation of the title or otherwise in respect of the sd intended sale, but without any interest up to the avoidance of the contract or other compensation. And the sd premises shall in such case be a security to the purchaser for the repayment of all such monies, with interest thereon, at the rate of £5 per cent. per annum from the time of the avoidance of the contract. And in case the purchaser shall have entered into possession or receipt of the rents and profits of the sd premises, or any part thereof, under the provision in that behalf hereinbefore contained, he shall immediately, on the avoidance of the contract, or as soon thereafter as the monies due to him, as last aforesd, shall have been duly paid or satisfied, give up possession of the sd premises to the vendor, and shall also account to him for the net rents and profits (if any) received by him, after deducting outgoings; but the purchaser, in case he shall have taken actual possession of the sd premises, shall not be liable to pay an occupation rent, or be entitled to any allowance on account of outgoings or otherwise in respect thereof.

Avoiding contract if title not approved, giving purchaser compensation or option to take title.

IX. If the vendor shall fail to deduce a good title to the whole of the sd premises according to this agreement, and the defect of title is not such as is hereinbefore made the subject of compensation, the purchaser shall not be bound to complete the purchase as to any part to which a good title can be made, but shall be entitled at his option either to accept such title as the vendor may be able to make, or by notice in writing to the vendor to annul the contract, and thereupon to recover from the vendor all costs and expenses paid or sustained by the purchaser in the investigation of the title, or otherwise in respect of the sd intended sale, together with the further sum of £ ——, as liquidated and ascertained damages for the breach of the contract on the part of the vendor, and not as a penalty.

Damages.

X. And for the due performance of the several stipulations and agreements hereinbefore contained on the part

of the vendor and purchaser respectively, each of them the sd parties doth hereby bind himself, his heirs, exors, and admors, unto the other of them in the sum of £ ——, to be considered as liquidated and ascertained damages, and not as a penalty.

Time essence of contract on default of vendor.

XI. If the vendor shall not deliver an abstract of his title to the purchaser, or his solicitor, at or before the expiration of one calendar month from the date hereof, or shall not deduce a good and marketable title to the sd premises [to the satisfaction of the counsel of the purchaser] before the expiration of —— calendar months from the date hereof, then and in either of the sd cases the aforesd contract shall be wholly void [shall be voidable at the option of the purchaser, provided that such option be declared in writing to the vendor within one calendar month after the expiration of such last-mentioned period,] it being the intent of the parties hereto that in such case time shall be of the essence of this contract, and the jurisdiction of any court to enforce the same wholly barred. And the vendor shall thereupon repay to the purchaser the sd deposit of £ ——, &c., *see clause* 8, *above*.

Time essence of contract on default of either party.

XII. If the purchase shall not be in all respects completed on the sd —— day of ——, then this contract for the purchase of the sd premises shall, as against the party through whose neglect or default such non-completion shall have happened, be voidable at the option of the other party, provided that such option be declared in writing to the party in default within one calendar month after the sd —— day of ——, it being the intention of the parties hereto that in such case time shall be of the essence of this contract, and the jurisdiction of any court to enforce the same wholly barred. And in such case all costs and expenses paid or sustained by the party not in default in the investigation of the title or otherwise in relation to the premises shall be repaid to him on demand by the party in default.

Vendor's

XIII. All the costs, charges, and expenses of the vendors

costs to be paid by purchaser.

of and relating to the preparing, engrossing, stamping, and executing this agreement, and the preparing and fair copying the abstract, and deducing and verifying the title, and the preparation and execution of the assurance or otherwise in relation to the present sale, shall be borne and paid by the purchaser, who shall also pay the charges of the surveyor employed by the vendors to survey and report upon the property.

Purchaser to be let into possession before completion.

XIV. THE purchaser shall be at liberty at any time to enter into possession of such part of the said premises as is in hand, but such entry shall not be deemed to be an acceptance by him of the title, or a waiver of any objection or requisition which he may then, or, but for such entry, might thereafter, have made in respect of the title or otherwise.

IX.

AGREEMENT *for* APPORTIONMENT OF RENT *under* LEASE, *where the* REVERSION *of* PART *of the Premises has been sold to a* PUBLIC UNDERTAKING *under the* LANDS CLAUSES ACT 1845. (*n*)

Parties, A. *lessor*, 1, B., *a Public Board purchaser*, 2, C. *lessee*, 3.

Recital of seisin.

Recite lease. AND WHAS the inheritance and reversion in fee-simple of and in the sd house and premises, No. —— aforesd, part of the sd premises comprised in the hereinbefore recited lease expectant upon the determination of the

(*n*) See the Act, 8 & 9 Vic., c. 18, s. 119. Where the premises are conveyed by virtue of the Elementary Education Act, 1870, 33 & 34 Vic., c. 75, or the School Sites Acts, 1841 to 1851, 4 & 5 Vic., c. 38, 7 & 8 Vic., c. 37, 12 & 13 Vic., c. 49, 14 & 15 Vic., c. 24, the apportionment can be made under 12 & 13 Vic., c. 49, by agreement between the lessor or owner subject to the lease, the tenant, and the party to whom the conveyance is made, and when made is binding on all underlessees and other persons, whether parties to the agreement or not.

term granted by the sd lease, is now vested in the sd B.: AND WHAS the said B. requires for the purposes of, &c., vacant possession of the sd house and premises aforesd, which are delineated in the plan drawn in the margin hereof and therein coloured pink, the remainder of the premises demised by the sd lease being coloured blue on the same plan: NOW IT IS HEREBY, pursuant to the provisions of the Lands Clauses Consolidation Act, 1845, agreed and declared between and by the sd several parties hereto, of the first and third parts, for themselves respectively, and for their respective heirs, exors, admors, and assigns on the one part, and the said B. for themselves, their successors, and assigns, on the other part, THAT the sd yearly rent of £—— shall, from the —— day of ——, be apportioned in manner following; that is to say, the yearly rent of £——, part of such yearly rent of £——, shall be the portion thereof from that day payable in respect of the sd premises coloured pink on the sd plan, and the yearly sum of £——, the remainder of the sd rent of £——, shall from the same day be payable in respect of the residue of the sd premises comprised in the sd lease, and which are coloured blue on the same plan.

Recital of premises being required.

Agreement.

IN WITNESS, &c.

X.

AGREEMENT *for* ENFRANCHISEMENT *of* COPYHOLDS. (*q*)

Parties A. (Lord of the Manor of —— in the county of ——) 1, B., and C., 2, D., 3.

WHAS the sd A. is seised or entitled for an estate of inheritance in fee-simple of or to the sd manor of ——. AND WHAS under an indre, dated, &c., and expressed to be made between, &c., (being the settlement made in considera-

Recital of seisin.

Recital of marriage settlement.

(*q*) As to enfranchisements under the Copyhold Acts, see Rouse's Copyhold Enfranchisement. This form is intended for a case in which the parties are able and willing to enfranchise without recourse to the statutory powers.

tion of the marriage then intended and shortly afterwards solemnized between the sd D. and E.,) and a surrender and admittance made pursuant thereto, the sd B. and C. are now seised or entitled of or to the hereditaments hereinafter described being within and parcel of the sd manor according to the custom of the sd manor upon the trusts in the sd indre expressed concerning the same, and with a power with the consent in writing of the sd D., the present tenant for life in possession thereof, to procure an enfranchisement thereof. (*r*) *State the terms of the power as far as necessary.*

Agreement. NOW IT IS HEREBY AGREED between and by the sd A. and the sd B. and C., with the consent (hereby testified) of the sd D. as follows :—

Consideration. 1. In consideration of the sum of £—— to be paid by the sd B. and C. to the sd A., he the sd A. shall sell and convey

Parcels. to the sd B. and C., All, &c., *parcels*, and the freehold thereof, together with all commonable and other rights, easements, and appurtenances, now annexed to or held or enjoyed with the sd hereditaments as part or parcel of the sd manor, free from incumbrances, and freed and enfranchised from all customary and other fines, heriots, payments and services whatsoever, to be held by the sd B. and C. upon

Trusts. the trusts upon which the same ought to be held by virtue of the sd indenture of settlement.

Provisions as to title to be shown by A., expenses and other special conditions.

Completion. 2. The sd conveyance or assurance shall be executed by the said A. and all other necessary parties (if any), on or before the —— day of —— next, at the office of Messrs. ——, at ——, (upon payment of the sd consideration-money) and shall contain all usual and proper covenants for title and further assurance, and shall be prepared by and at the expense of the sd B. and C.

(*r*) The ordinary power to invest trust-moneys in the purchase of land authorises the trustees to expend them in enfranchising land held upon trusts similar to the uses or trusts on which the purchased lands would be held.

3. The deeds and muniments of title to the sd manor shall be retained by the sd A., who shall, if required by the sd B. and C., at their expense [make and deliver to them attested copies thereof and], enter into the usual deed of covenant for production thereof, and of the Court Rolls of the sd manor to be prepared by them and to be made determinable in the usual way on the sd deeds and muniments being parted with by the sd A. Production of deeds.

In witness, &c.

XI.

AGREEMENT *with a* Builder *or* Contractor *for building a* House *or executing other* Works. *With variations.*

Parties, A., *builder and contractor*, 1. B., *owner*, 2.

1. The said A. shall at his own cost [take down and remove the house and buildings, situate and being No. ——, in —— street, &c., and shall] erect, build, and completely finish in a good, substantial, and workmanlike manner, and with the best materials of their several kinds [but with materials to be supplied by the sd B. as hereinafter mentioned], a messuage and other buildings upon a piece of ground belonging to the said B., situate, &c., and containing, &c., [upon the site of the sd existing messuage and buildings] according to the plans, elevations, and sections, and with and of the quantities, strength, and descriptions of materials and workmanship, and in all other respects in accordance with the specification of works hereunto annexed, and the drawings numbered respectively, &c., which have been signed by the sd A. and C., the surveyor of the sd B. *or* "shall, at his own cost, execute and completely finish, &c., the several works mentioned in the specification hereunto annexed, according to the plans, &c., &c.," and the sd A. hereby admits the sd Agreement to build, &c.

specification, plans, and drawings, to be sufficient for their intended purpose, without any additional or extra work other than such work as is necessarily implied therein, or to be inferred therefrom upon a fair and liberal construction.

Satisfaction of surveyor.

2. THE said works shall be executed under the direction and to the satisfaction in all respects of the sd C. or other the surveyor for the time being of the sd B., who shall have been appointed to act for him for the purpose of this contract by some writing under his hand delivered to the said A. or left at his place of business.

Completion.

3. ON the signing of this contract complete and full possession of the sd premises shall be given by the sd B. to the sd A., who shall forthwith commence the sd works and actively prosecute the same, and the same shall in all respects be completed [and the sd messuage and buildings made fit for habitation and use] within —— calendar months from the time when such possession shall be given PROVIDED that in case any delay shall arise from fire, tempest, or other inevitable cause, or accident, or from any strike or lock-out in the building trade, or by the default of the sd B. in paying in due course any moneys certified to be due to the sd A. as hereinafter mentioned [or in supplying the materials for the sd works after notice in that behalf shall have been given by the sd A. as hereinafter mentioned] then such further time shall be allowed for the completion thereof, as the sd surveyor shall in writing certify to be reasonable.

Delay.

Materials provided by builder.

4. ALL materials to be used in the works, although the same may not be particularly mentioned in the specification, (save as otherwise provided by the sd specification, and save as may be hereafter otherwise required by the sd B. or his surveyor, by any writing under his hand), shall be supplied and furnished by the sd A. *or* "ALL the old materials of the existing buildings which shall not be fit to be used in or about the sd works shall forthwith be removed by the sd A. at his expense, and shall when so removed become his property, and all new materials to be used in or about the sd

Materials provided by owner.

works shall be provided by the sd B., and shall from time to time be delivered by him at his own expense at the place where the sd works are to be executed, as the sd materials shall be required by the sd A., reasonable notice in that behalf being given by him to the sd B. But all scaffolding, tackle, tools, machinery, plant, and other things requisite or proper for the sd works, except the materials used therein, shall be provided by and at the expense of the sd A. THE sd works shall be executed with the sd old materials so far as the same shall be fit for the purpose, and with the new materials to be supplied as aforesd by the sd B. to the sd A., who shall be accountable for the same, and shall be charged for all materials which shall be certified by the sd surveyor to be fit for use, but not to have been used in or about the sd works, a reasonable allowance being made for waste, and the amount so to be charged shall also be fixed by such surveyor, and shall be paid by the sd A. to the sd B."

Clearance of scaffolding, &c.

5. THE sd A. shall, on the completion of the sd works, at his own expense, remove and clear away all scaffolding, fencing, unused materials, and rubbish from the same, and leave the whole of the works in a proper state.

Consideration.

6. The sd B. shall pay to the sd A. the sum of £——, which shall include the cost of labour, and of all materials, [except such as are hereby agreed to be supplied by the sd B], plant, and other things required for the purposes of the works, and of the conveyance or transport and removal thereof to or from the works, in manner following, that is to say, the sum of £——, upon the production to the sd B. of the certificate of the sd surveyor that work to the value of £—— has been duly executed to his satisfaction by the sd A., the further sum of £—— upon the production of the like certificate that work to the value of £—— has been so executed, and the remainder of the sd sum of £—— upon the production to the sd B. of the certificate of the sd surveyor that the sd works have been in all respects completed [and the sd messuage and buildings made fit for habitation and use] in accordance with this contract, and to

his satisfaction, *or* "in sums amounting to £90 per cent. on the value of the works as the same shall proceed, and not being less than £—— at each payment, which percentage shall be ascertained by the sd surveyor, and shall be paid upon his certificate of the same being produced to the sd B., and the remainder of the sd sum of £——, *&c., as before;*" *or* "THE sum to be paid by the sd B. to the sd A. for the sd works shall be ascertained according to the rates specified in the schedule of prices annexed to the sd specification, so far as the prices are there specified, which prices shall include the cost of labour, &c., *as above*, (save as otherwise provided by the sd specification or schedule of prices), and the payment for any work not included in the sd schedule of prices shall be fixed by the sd surveyor: WEEKLY payments on account shall be made by the sd B. to the sd A. upon the certificates of the sd surveyor of the contract value of the work executed, subject to a deduction of 10 per cent. upon such value, which shall be retained by the sd B. until the completion of the work, and shall be paid to the sd A. upon the certificate of the sd surveyor of the works having been completed, and of the balance due to the sd A."

Withholding certificate.

7. PROVIDED always that the sd surveyor shall not give his certificate in respect of any work which is in any respect defective or not according to this contract or otherwise not done to his reasonable satisfaction, or while the sd A. is not using due diligence in the prosecution of the works or otherwise making default in the performance of this contract.

Deviations and extra work.

8. PROVIDED always, and it is hereby declared, that notwithstanding anything hereinbefore contained the sd B. or the sd surveyor may, at any time during the progress of the sd works by order in writing under his hand, make or cause to be made any alterations in the sd original specification and plans by way of addition or omission, or otherwise deviating therefrom; and the sd works shall be executed according to the sd alterations or deviations under the direc-

tion and to the satisfaction of the sd surveyor in the same manner as if the same had been included in the sd original specification and plans; and any work or materials which shall so be ordered not to be done or used shall be omitted or shall not be used by the sd A. And the difference of expense occasioned by any such alteration in or deviation from the sd specification or plans shall be added or deducted (as the case may be), to or from the sum to be paid for the sd works as aforesd. But no payment or allowance whatever shall be made to the sd A. for any extra work or materials done or used by him without an order or authority in writing from the sd B. or the sd surveyor; and any alteration or deviation ordered or authorised as aforesd shall not in anywise alter the consideration-money to be paid to the sd A., except so far as the same shall alter the amount of labour or the value of the materials which may be required to be used in or about the works, nor shall alter the mode in which the sd consideration-money is to be paid, or in which the value of the work done is to be ascertained, with a view to the payment thereof. And the sd A. shall not by reason of any such addition to or alteration in the works as aforesd be allowed any further time for completing the same, except such further time, if any, as the sd surveyor shall in writing certify to be reasonable.

Payment for deviations and extra work.

9. All additions and deductions to be made to or from the amount of the sd consideration-money in respect of any such alteration or deviation as aforesd shall be [ascertained according to the rates specified in the schedule of prices, annexed to the sd specification, and in case the rates are not therein specified, shall be] fixed by the sd surveyor.

Power to deduct money owing by builder.

10. The sd B. shall be entitled to deduct any monies which the sd A. shall be liable to pay to the said B., under this contract or otherwise, from any sum which may become payable to the sd A. hereunder: And the sd surveyor in making his certificates as aforesd shall have regard to any sums so chargeable against the sd A.: Provided always, that this provision shall not affect any other remedy by

action at law, or otherwise, to which the sd B. may be entitled for the recovery of any such monies.

Liquidated damages.

11. In case the sd works shall not in all respects be completed [and the sd messuage and buildings made fit for habitation and use] on or before the sd —— day of ——, or within such extended time as shall be allowed for that purpose, as hereinbefore mentioned, and the sd surveyor shall certify in writing the fact of such non-completion, then the sd A. shall pay to the sd B., as liquidated damages for such default, and not as a penalty, the sum of £ —— for every subsequent week, and so in proportion for any part of a week, until the completion of the sd works, such completion to be certified in writing by the sd surveyor.

Materials, &c., to be property of employer.

12. All materials, scaffolding, tools, implements, machinery, plant, and effects whatsoever, which may from time to time during the progress of the works be in, upon, or about the sd premises, shall be deemed to be the absolute property of the sd B.; but the sd A. shall nevertheless be solely responsible for the loss or destruction thereof, and for all damage which may happen thereto by fire, tempest, or any other cause whatsoever, and the sd A. shall likewise be liable to make good all damage which may happen to the sd works from any cause whatever during the progress thereof.

Damage to works.

Contract not to be assigned.

13. The sd A. shall personally superintend the execution of the works, and shall not assign [or sublet] this contract, or any part thereof, without the express license and approval in writing of the sd B.

Delay and bad work.

14. Provided that in case at any time during the progress of the sd works any unnecessary delay shall occur in the carrying on of the same through the default of the sd A. [and such delay shall be certified in writing by the sd surveyor], and the sd B., or the sd surveyor, shall give a written notice to the sd A. to proceed with the sd works, or leave the same at his then or last known place of abode or business, and the sd A. shall not proceed with the

sd works to the satisfaction of the sd surveyor within —— days after such notice shall have been so given, or left, or in case the sd A. shall at any time neglect, or omit to pull down, or remove any work or materials which the sd surveyor shall have certified in writing to be defective, or not in accordance with this contract within —— days after written notice so to do shall have been given to him by the sd B., or the sd surveyor, or left as aforesd, or within such further time as may be specified in such notice, or in case the sd A. shall become bankrupt, or enter into liquidation, or make any composition with his creditors, or shall assign [or sublet] this contract or any part thereof without license: THEN and in any such case the sd B. shall be at liberty, without vitiating this contract, to take the sd works wholly or partially out of the hands of the sd A.; and to employ any other person or persons to execute the same, and for that purpose to take possession of, and use all materials, scaffolding, plant, tools, implements, and things on or about the sd works; and all expenses and damages thereby incurred shall be ascertained and certified by the sd surveyor, and shall be paid by the sd A. to the sd B.

Certificates of surveyor.

15. THE certificate, or decision in writing of the sd surveyor of the sd B. upon any matter as to which he is hereby required, or authorised to certify or decide, shall be final and binding upon both parties, except that the sd surveyor may by any certificate make any correction or modification in any previous certificate which shall have been made by himself, or by any predecessor in his office.

Conformity to building Acts.

16. THE sd A. shall conform in all respects to the provisions and regulations of any general or local Act of Parliament, or of any local authority which may be applicable to the sd works, and indemnify the sd B. against all penalties incurred by reason of the non-observance of any such provisions or regulations.

Arbitration.

17. IN case any question or dispute shall arise between the sd A., on the one hand, and the sd B. and his surveyor,

or either of them, on the other hand, in respect, &c. *Arbitration Clause.* *See* ARBITRATION.

IN WITNESS, &c.

XII.

AGREEMENT, *engaging a* MANAGER *of a* BUSINESS, *or other* OFFICER, *to be paid a* SALARY, *and a* PER-CENTAGE *on the* GROSS RETURNS *or* PROFITS. VARIATION, *where he is to proceed* ABROAD, *and manage the* BUSINESS *there.*

Parties A., *Principal*, 1; B., *Manager*, 2.

Engagement of B. as manager for a term.

1. THE said B. shall during the term of —— years from the date hereof, if both parties shall so long live, and the sd A. shall continue to carry on the business of ——, [at ——, in India], whether alone, or in partnership with any other person or persons, serve the sd A. as manager, *or* "superintendent," *or* "foreman" [at —— aforesd] of the sd business, and shall give his whole time and attention to the sd business, and shall use his best endeavours to improve and extend the same, and shall in all respects diligently and faithfully obey and observe all lawful orders and instructions of the sd A. in relation to the conduct of the sd business, and shall not, without his consent, divulge any secrets or dealings relating thereto.

To proceed abroad.

[2. THE sd B. shall when required by the sd A. proceed to ——, by ——, his boat and railway fares, hotel and other expenses on the journey being paid by the sd A.]

To keep accounts,

3. THE sd B. shall, whenever required by the sd A., render to him a full account of all dealings and transactions in the sd business, and shall keep at the place of business at —— proper books of account, containing entries of all monies received and paid, and all goods bought, or received, or sold, or delivered out, and all particulars

relative thereto, and other matters, necessary to show the state of the sd business, and shall duly account for all monies and securities belonging to the sd A., which shall come into the hands or power of the sd B., and forthwith pay the same unto the sd A., or to the bankers for the time being of the sd A. to his credit, except only such monies as the sd B. shall be authorized by the sd A. to retain for the immediate requirements of the sd business.

and pay over monies.

4. The sd A. shall pay to the sd B. so long as he shall duly observe and perform the agreements herein on his part contained, the salary of £ —— per annum, by equal quarterly payments, on the —— day of ——, &c. [on the usual quarter days] in each year, without any deduction whatsoever, except income-tax, the first payment to be made on the —— day of —— next: [And shall also pay to the sd B. every year such further sum, as shall be equivalent to [10] per cent. on the gross returns of the sd business [at ——], without deducting interest upon capital, rent, rates, taxes, repairs, wages, or other outgoings or expenses, and without taking into account any bad or doubtful debts, *or* "as shall be equivalent to [10] per cent. on the net profits, if any, derived from the sd business," such last-mentioned yearly payments to commence, and be calculated, as from the —— day of —— last, and to be payable on the —— day of —— in each year]. And a proportionate part of the sd salary of £ —— shall be paid up to the death or termination of the engagement of the sd B. from the last preceding day of payment [together with a sum equivalent to [10] per cent. on the gross returns, *or* "net profits," which shall have arisen from the sd business since the —— day of —— then last past.]

Salary.

And percentage on gross returns.

Or on net profits.

[5. With a view to the ascertaining of the amount of such further sum as aforesd, the accounts of the sd business shall be made up by, or under the direction of, the sd A. every year on the —— day of ——, and also on the day

Annual accounts.

on which the engagement of the sd B. shall terminate, or as soon after each such day as may be, and a proper balance-sheet thereof shall be made out and furnished as soon as may be to the sd B., and such copy shall, on being verified by a statutory declaration of the sd A., or of the person or persons who shall have been employed by him to make up the sd account, be binding and conclusive upon the sd B.]

Agreement not to create a partnership.

[6. PROVIDED always, and it is hereby expressly declared, that nothing herein contained shall be construed as in any sense creating a partnership between the sd A. and B., or as giving to the sd B. any of the rights or rendering him subject to any of the liabilities of a partner (*s*) except such a right to an account of the gross returns [net profits] of the sd business as shall be necessary for the purpose of ascertaining the amount of a further sum payable to him as aforesd, in case such amount shall not be ascertained and verified in manner hereinbefore provided].

Board and lodging.

7. THE sd B. shall also during the continuance of his engagement be provided by the sd A. with a suitable residence at ——, or elsewhere, free from rates and taxes, *or* "with good and sufficient meat, drink, lodging, washing, and fuel, and shall, if required by the sd A., reside in the house in which the sd business is now, or shall for the time being be carried on, and shall in that case have the use of —— rooms therein, free from all rent, rates, and taxes in respect thereof."

Determination by notice.

8. PROVIDED always, that either of the parties hereto may determine the engagement of the sd B. at any time before the expiration of the sd term of —— years, on giving, or sending by post [by overland mail in a registered letter] to the other party, six calendar months' notice in writing, such notice to be given, or sent to the sd A., at his usual place of abode or business in England, and such notice to be given

(*s*) That this agreement would not create a partnership, see 28 & 29 Vic., c. 86, s. 2, and as to the law before the Act see "Lindley on Partnership."

or sent to the sd B. at his usual place of abode, or at the counting-house at which the sd business shall then be carried on [in India] and upon the expiration of six calendar months from the date of such notice being given or posted, the sd engagement shall determine. PROVIDED also that the sd A. may determine the sd engagement at any time on paying to the sd B. in lieu of such notice as aforesd, six calendar months salary in advance [with a further sum in lieu of such percentage as aforesd, for such six months, equal to the sum that became payable by way of per-centage for the then last preceding six months, for which accounts shall have been made out as aforesd.]

Or on payment of six months' salary.

9. IF the sd B. shall at any time wilfully neglect or refuse, or from illness or any other cause, become or be unable to comply with any of the provisions herein contained, or to obey any of the orders of the sd A., or to perform any of the duties devolving upon him under this engagement, it shall be lawful for the sd A. to suspend the salary [and further sum by way of per-centage] of the sd B. during such neglect, refusal, illness, or inability as aforesd. AND further, it shall be lawful for the sd A. immediately to determine the engagement of the sd B. without giving any such notice in writing, or making such payment in advance as is provided for in Clause 8.

Neglect or inability.

Power to suspend,

or determine.

10. FROM and after the determination of the engagement of the sd B., no further salary [or further sum by way of per-centage] shall be payable to the sd B.

No salary after determination.

[11. THE sd A. shall pay the boat and railway fares, hotel and other expenses of the journey of the sd B. on his return to England in either of the following events—

Expenses of journey to England to be paid.

First. IF the sd A. shall determine the engagement of the sd B. by notice pursuant to the 8th clause, and the sd B. shall start on his journey to England within three calendar months from the expiration of such notice.

On termination by notice.

Second. IF the sd A. shall determine the engagement of the sd B., pursuant to the 9th clause in consequence of the illness of the sd B., and such illness shall not have been

Illness.

occasioned by the fault of the sd B., and the sd B. shall start on his journey to England within three calendar months from such determination of the engagement, or so soon afterwards as he shall be able to journey with safety.

At end of engagement.

Third. If the sd B. shall always conduct himself properly, as such manager, *or* "superintendent," *or* "foreman," and shall start on his journey to England within three calendar months from the expiration of the sd term of —— years.]

Repayment of passage money.

[12. In case the engagement of the sd B. shall at any time, within two years from the date of these presents, be determined, by notice given by the sd B. pursuant to the 8th Clause, or be determined from any cause other than the illness of the sd B., pursuant to the 9th Clause, he, the sd B., shall thereupon immediately repay to the sd A. the sum paid by the sd A. pursuant to the 2nd Clause. Such sum may be recovered by the sd A. as a debt due from the sd B., in an action, or otherwise in any Court of competent jurisdiction [in England or India]. Provided that this Clause shall not prejudice or affect any other claim, or remedy of the sd A. against the sd B. for breach of contract.]

Sureties.

[13. The said B. shall find and provide two sureties to the amount of £ —— each for his good conduct, and for the due performance by him of this agreement.]

In witness, &c.

XIII.

AGREEMENT *to serve as an* Assistant *to two* Persons *in* Partnership *as* Medical Practitioners, *and not to practise in the* District *for* —— years *afterwards.*

Parties A. and B. (practising in partnership together as physicians and surgeons at, &c.) 1. C., *assistant*, 2.

Engagement.

1. The sd A. and B. hereby agree to engage and retain

the sd C. and the sd. C., hereby agrees to enter into and continue in the service of the sd A. and B., or the survivor of them as assistant in every branch of their profession, practice, and business of physicians, surgeons, accoucheurs, and apothecaries from the —— day of —— for the period of, &c., and thereafter until the engagement of the sd C. is terminated by notice as hereinafter provided.

Diligent service.

2. The sd C. shall, while he shall continue in the service of the sd A. and B., or the survivor of them, as aforesd, faithfully and diligently serve them, or him, as such assistant as aforesd, and devote his whole time to such service, and at all times obey and comply with their, or his, lawful commands and directions in relation to the sd business and practice, and to the utmost of his skill and ability serve and promote the interests of the sd A. and B., or the survivor of them, and shall not at any time absent himself from their, or his, service without their, or his, consent, and shall not, without such consent, divulge or disclose any of the secrets, concerns, or affairs of the sd business or practice.

Salary.

3. The sd A. and B., or the survivor of them, shall pay to the sd C., while he shall remain in their, or his, service, and duly perform the agreements on his part herein contained, a salary of £ —— per annum, and so in proportion for any less period than a year by equal [monthly] payments on the —— day of ——, &c., the first payment thereof to be made on the —— day of ——.

Add Clauses giving C. a share in gross or net profits —— declaring that no partnership is created ——, and providing C. with board and lodging, if so intended. See Clauses 4, 6, *and* 7 *of last Precedent.*

Termination on notice.

4. The engagement of the sd C. may be terminated at any time after the —— day of ——, by either party, on giving to the other party —— calendar months' notice in writing, expiring at any time after such day, or leaving such notice addressed to such other party at the surgery, or place of business, of the sd A. and B., or the survivor of them.

Not to

5. The sd C. shall not at any time, while he shall remain

practise in district.

in the service of the sd A. and B., or the survivor of them, or within —— years after he shall have left such service, follow, use, or carry on at —— aforesd, or within —— miles thereof (*t*), the profession, practice, or business of a physician, surgeon, accoucheur, or apothecary, either in his own name, or in the name or names of any other person or persons, and either directly or indirectly, AND shall not, during such period, enter into the service of any person or persons other than the sd A. and B. as assistant, or otherwise in, or in relation to, any such profession, practice, or business, as aforesd within the limits aforesd, and shall not during the period aforesd, endeavour, or attempt directly or indirectly, to induce any person, or persons, to cease from employing the sd A. and B., or the survivor of them, in the way of their, or his, profession, practice, or business, or to induce any person or persons within the limits aforesd, so to employ any person or persons other than the sd A. and B., or either of them.

Not to enter service of other persons in district.

IN WITNESS, &C.

XIV.

AGREEMENT *under* SEAL *between a* FIRM *of* TRADERS *and an* AGENT *for the* SALE *of* GOODS. PROVISIONS *for* PAYMENT OF COMMISSION, *for determining* AGENCY, *and for restraining* AGENT *from carrying on a similar* BUSINESS, *and other* CLAUSES.

Parties.

THIS INDRE made the —— day of —— between A., *agent*, of the one part, and B., C., and D., *principals*, carrying on business in partnership together as ——, under the style or firm of, and hereinafter referred to as B. & Co., at, &c., *or* "and Messrs. B. & Co.," &c., of the other part. WHAS the sd A.

Recital.

(*t*) An agreement in restraint of trade must be restricted as to the space within which the trade is not to be carried on. See the notes to *Mitchell* v. *Reynolds*, 1 Sm. L. C. 406.

has agreed to become the agent of the sd. Messrs. B. & Co. in London for the sale of —— manufactured or supplied by them upon the terms and in manner hereinafter mentioned. NOW THESE PRESENTS WITNESS that the sd A. doth hereby for himself, his heirs, exors, and admors, in consideration of the covenants hereinafter contained on the part of the sd Messrs. B. & Co., covenant with them, the sd Messrs. B. & Co., and with the partners in such firm, and their and every of their exors and admors jointly and severally, and they, the sd Messrs. B. & Co., do hereby for themselves and the sd respective partners in such firm, and their respective heirs, exors, and admors, jointly and severally, in consideration of the covenants hereinafter contained on the part of the sd A., covenant with him the sd A., his exors and admors, (so far as the agreements hereinafter contained, are, or ought to be, performed by the sd parties respectively, according to the true intent and meaning of these presents) as follows. [NOW THIS INDRE WITNESSETH, that it is hereby covenanted and agreed by and between the sd parties hereto as follows.]

Mutual covenants.

Short form.

1. The sd Messrs. B. & Co. shall, from time to time during the term of —— years, from the day of the date hereof (if the sd. A. shall so long live, and the business of the sd firm shall continue to be carried on by the present members thereof or any of them, and whether alone or in partnership with any other person or persons) but subject to determination, nevertheless, as hereinafter mentioned, [ship], consign, and supply at their own costs and charges to the sd A. with as little delay as may be after they shall have received from him a notice or order in writing for the same (unless they shall be prevented by some just and sufficient cause), such quantities and descriptions of —— or other goods or merchandise which are now, or shall for the time being, be manufactured or dealt in by the sd Messrs. B. & Co., as the sd A. shall require *or* "as will keep up a stock in the hands of the sd A. to the value of £ —— sterling."

Firm to supply goods.

2. The sd A. shall, during the term aforesd, receive all

To be dis-

posed of by agent.

such goods and merchandise as shall be consigned or supplied to him by the sd Messrs. B. & Co. as aforesd, and shall use his best endeavours to sell and dispose of the same to the best advantage, and for the best prices that can be obtained for the same, not being less than such prices, if any, as may from time to time be fixed by the sd Messrs. B. & Co., and either for ready money or to persons of good credit: And shall in the meantime keep the same deposited in warehouses or other proper places, and shall twice in every year, as hereinafter mentioned, duly account with the sd Messrs. B. & Co., for, and pay over, or remit, to them all monies, bills, notes, and securities, which shall have been received by, or come to the hands of him, the sd A., from, or in respect of, the sale or disposition of the sd goods or merchandise after deducting the expenses, and allowances, and other deductions hereinafter mentioned.

Proceeds to be remitted half-yearly.

Provision for omission to supply goods.

[3. In case the sd Messrs. B. & Co. shall at any time during the subsistence of this agreement from any cause whatever, fail or omit to supply the sd A. with such goods or merchandise as aforesd within —— weeks after receiving a notice or order in writing from him for the same, the sd A. may thereupon purchase or obtain from any other person or persons such goods or merchandise as he shall require, and which the sd B. & Co. shall so have failed to supply: Provided that the sd A. shall duly account, at the times and in manner hereinafter provided, for all the net profits to arise from the sale thereof, after deducting the first cost or price of the same, and expenses and such other deductions and allowances as hereinafter mentioned.]

Expenses.

4. The sd Messrs. B. & Co. shall allow or pay to the sd A., so long as he shall continue to be their agent under this agreement, all reasonable expenses for carriage or delivery of the sd goods or merchandise, and for books, stationery, and postage, and all other reasonable and customary expenses attending the sale thereof, or otherwise incurred by him in respect of the premises [save as herein otherwise provided] And shall also allow or pay him by way of re-

Commission.

muneration for his time and trouble in relation to the matters aforesd, a commission or salary at the rate of £ —— per cent. upon the [net] proceeds which shall arise from the sale of all such goods or merchandise as aforesd [after deducting expenses], such commission to be chargeable upon moneys actually received only, and not upon outstanding debts : [And in case such commission shall, upon the making up of any half-yearly account as hereinafter mentioned, be found to amount to a less sum than £ —— for the preceding half-year, then the sd A. shall be entitled to retain or be paid such a further sum in addition to the sd commission as will make the same up to such sum of £——] And it is hereby agreed that the commission and allowance aforesd, and all sums of money whatsoever which may from time to time be or become due or owing from the sd Messrs. B. & Co. to the sd A., shall be a lien or charge upon all goods, merchandise, and property of the sd Messrs. B. & Co., which shall, for the time being, be in the possession or custody of the sd A. Lien.

5. The said A. shall, out of his sd salary or allowance, provide and pay all clerks and assistants who may be required by him for the management of the sd agency business. Clerks.

6. The sd A. shall keep all usual and proper books of account of and concerning all goods and merchandize received by him from the sd Messrs. B. & Co., or any other person or persons, and the particulars of the sales thereof and of all sums of money, bills of exchange, and other securities received by him, and of all credit given on account of any such goods, and of all other matters and transactions concerning the premises, and the sd books and accounts, and all bills, notes, securities for money, letters, and other writings relating to the matters aforesaid in the possession, or under the control of the said A., shall be carefully preserved by him (damage by fire, or other inevitable accident only excepted) and shall at all reasonable times be open to the inspection of the sd Messrs. B. & Co., or any of them Accounts. Inspection.

or their or any of their agents, who shall have full liberty to make copies or extracts of or from the same or any of them.

Settlement of accounts.

7. The sd parties shall, on the —— day of —— next, and thereafter during the continuance of this agreement on the —— day of —— and the —— day of —— in every year (unless prevented by sickness or other unavoidable cause, and then as soon as may be after the removal of such cause), settle accounts respecting the sale and disposition of the sd goods and the other matters aforesd. [And upon the settlement of accounts, interest at the rate of £ —— per cent. per annum may be charged by or against the sd A. upon all unpaid balances, and for the purpose of such half-yearly settlement of accounts a full and particular statement in writing, shall previously to every such day as aforesd be prepared by the sd A., shewing all receipts and payments and other dealings and transactions concerning the premises, and every such account or statement, when approved and signed by the sd parties, shall be binding upon them and every of them, and shall not afterwards be opened unless some manifest error or omission shall be discovered therein within the space of twelve calendar months thereafter, in which case the same shall be rectified.]

Monthly statements.

8. The sd A. shall on the 1st day of every month transmit to the sd Messrs. B. & Co. a statement in writing of the goods which may have come to his hands and of all orders received by him, and the particulars of all sales and other transactions which shall have taken place during the preceding month.

Agent to accept bills.

9. The sd A. shall accept and duly pay all such bills of exchange as may be drawn upon him by the sd Messrs. B. & Co., to the amount of the balance he may have in hand, on having three days previous notice given to him thereof.

Agency not to be assigned.

10. The sd A. shall not at any time, without the consent in writing of the sd Messrs. B. & Co., assign, transfer, or in any manner make over the sd agency or this present contract to any person or persons whomsoever: And the sd A., his clerks, agents, and servants, shall not nor shall any of

them during the continuance of the sd agency, without such consent as last aforesd, directly or indirectly, sell or dispose of any —— or other goods or merchandise of the description aforesd, for or on account of the sd A. or any person or persons whomsoever, other than the sd Messrs. B. & Co. THE sd A., his clerks, agents, and servants, shall not, nor shall any of them, during the continuance of the sd agency, without such consent as aforesd, directly or indirectly, buy, sell, or deal in ——, or any of the goods or articles which are now or shall for the time being be usually dealt in by the sd Messrs. B. & Co., or carry on the business or trade of, &c., [*or* carry on any business or trade whatsoever,] for or on account of the sd A. or any other person or persons whomsoever, other than the sd Messrs. B. & Co. [but the sd A. shall devote his whole time and attention to the sd agency business]: AND they the sd Messrs. B. & Co., their clerks, servants, and agents shall not, nor shall any of them, during the period aforesd, without the consent in writing of the sd A., supply any such goods or merchandise as aforesd, whether for resale or otherwise, to any person or persons whomsoever, who shall reside or carry on business in the town of —— aforesd, or within the distance of —— miles from *some public building or other place in the town*, other than the sd A.

Agent not to carry on other business of the same kind.

Or any other business.

Principals not to employ any other agent in same place.

11. THE sd A. shall not give credit to any person or persons whomsoever for a longer period than ——, nor for any goods or merchandise exceeding the value of £——, without the consent in writing of the sd Messrs. B. & Co., nor shall give credit for any goods or merchandise to any person or persons to whom they shall have forbidden him to give credit.

Limit as to credit to be given.

12. THE sd A. shall not, without the consent of the sd Messrs. B. & Co., release or compound any debt, claim, security, or obligation relating to the premises, nor abandon or compromise any action, suit, or other proceeding for compelling the payment or satisfaction of any such debt, claim, or obligation, or realising or enforcing any such

Agent not to compound debts, &c.

security as aforesd, nor execute nor do any instrument or thing whereby any such debt, claim, security, or obligation may or might be discharged, diminished in value, or prejudicially affected, until the same shall have been fully paid or satisfied.

To obey directions of principals.

13. The sd A. shall at all times during the continuance of the sd agency obey and observe all reasonable directions and instructions which may be given to him by the sd Messrs. B. & Co., touching the sale or disposition of the sd goods, or otherwise relating to the premises, and in the absence of special instructions shall act in such manner as he shall deem most beneficial to them.

To deliver up goods, &c., on winding up of agency.

14. The sd A. shall, upon the final winding up of the sd agency business, deliver up to the sd Messrs. B. & Co., all such of the goods and merchandise aforesd, as shall remain unsold, and also all books and accounts which shall have been kept by the sd A. as aforesd, and all documents and writings relating to the matters aforesd, which shall be in his possession or power.

Power to determine agency on notice.

15. Notwithstanding anything hereinbefore contained it shall be lawful for either the sd Messrs. B. & Co., or for the sd A., at any time during the sd term of —— years to determine the sd agency,(*u*) by giving —— calendar months notice in writing to the other party, or leaving such notice at or sending the same by post or otherwise, to the usual or last known place of abode or business of such party, addressed to him or them : [Provided that in case either of the sd parties shall at any time wilfully neglect or refuse to observe or perform any of the agreements or stipulations aforesd, it shall be lawful for the other party to determine the sd agency upon giving one week's notice in writing to him or them, or leaving or sending the same as aforesd].

Neglect.

And any notice hereinbefore required to be given to the sd Messrs. B. & Co., may be addressed to the sd firm by its then name or style, or to any member thereof, and upon the ex-

(*u*) See other provisions for determining agreements, *ante*, Precedents XII. and XIII.

piration of the period of any such notice as aforesd, the sd agency shall accordingly absolutely cease, and the accounts of the sd business shall thereupon be adjusted and settled between the sd parties up to the day on which such notice shall have expired, in the same manner as if the sd agency had expired by lapse of time.

Agent not to be answerable for loss.

16. THE sd A. shall in nowise be answerable for any loss or damage which may happen to any such goods or merchandise as aforesd, or which may otherwise be incurred in or about the matters aforesaid, unless the same shall be occasioned by his wilful neglect or default.

Arbitration.

17. IN case any question or dispute shall at any time during the continuance of the sd agency, or afterwards, arise between the sd A., his exors or admors, and the sd firm of B. & Co., or any person or persons who is or are now or hereafter shall be a member or members thereof (and whether such person or persons respectively shall or shall not then continue to be a member or members thereof), with respect to the construction or effect of these presents or the rights or liabilities of any person or persons thereunder or otherwise in relation to the premises, such question or dispute shall be referred, &c., *arbitration clause*. *See* ARBITRATION.

Agreement not to be affected by change in firm.

18. THIS agreement shall not be affected by any change which may take place in the sd firm by the death or retirement of any member or members thereof, or the admission of any new member or members, or any alteration in the name or style of the sd firm or otherwise, so long as the sd B., C., & D., or any of them, shall continue partners or a partner therein.

Power of attorney to agent. (*x*)

19. LASTLY, for further effectuating this agreement, the sd Messrs. B. & Co. do hereby appoint the sd A. to be the attorney of the sd firm, and of the person or persons for the time being constituting the same or carrying on the sd business for them or him, and in their or his names or name

(*x*) See also, ATTORNEY, POWERS OF.

to demand, sue for, recover and receive, and give effectual receipts and discharges for all such sum or sums of money as shall be due from any person or persons in —— or elsewhere, for or on account of any goods or merchandise sold by the sd A. as aforesd, and generally to do all such acts and things as may be necessary or proper in relation to the matters aforesd (but subject nevertheless to the stipulations and agreements hereinbefore contained as to compromising claims and otherwise), with power to the sd A. to appoint a substitute or substitutes under him for any of the purposes last aforesd, or for any matters relating to the sd agency business, with such powers as he the sd A. shall think fit, and such appointment at pleasure to revoke, and they the sd Messrs. B. & Co. do hereby agree to ratify and confirm whatsoever the sd A. shall lawfully do or cause to be done in and about the premises.

In witness, &c.

XV.

GUARANTEE *to* Bankers (*y*).

To Messrs. ——

In consideration of your opening an account with A., of, &c., and making advances to him, I hereby guarantee to you the repayment of all moneys which shall at any time be due from him to you on the general balance of his account with you not exceeding £——: And I declare that this guarantee shall be a continuing guarantee to the extent at any one time of £——, and shall not be considered as wholly or partially satisfied by the payment or liquidation at any time or times hereafter of any sum or sums of money

Guarantee

to be continuing.

(*y*) See, as to this form, *Midland Banking Company* v. *Chambers*, L. R. 7 Eq. 179, 4 Ch., Ap. 398; *Gray* v. *Seckham*, L. R. 7 Ch., Ap. 680; and see also the heading, Bonds.

for the time being due upon such general balance as aforesd, but shall extend to cover and be a security for all future sum and sums of money at any time due to you thereon, notwithstanding any such payment or liquidation: And I further declare that you may grant to the sd A., or to any drawers, acceptors, or indorsers of bills of exchange or promissory notes received by you from him any time, or other indulgence, and compound with him or them respectively without discharging or satisfying my liability, and that all dividends, compositions, and payments received from them or him respectively shall be taken and applied as payments in gross, and that this guarantee shall apply to and secure any ultimate balance that shall remain due to you within the limit aforesd: And I further declare that this guarantee shall continue to be binding, notwithstanding any changes that may from time to time take place in the partners in your firm. (*Signed*) B.

Power to compound.

Change in partners not to invalidate guarantee.

XVI.

AGREEMENT *between an* Author *and a* Publisher *for* Sale *of* Copyright *and* Publication *of a* Book.

Parties, A. *author*, 1. B. *publisher*, 2.

Whas the sd A. has written a book to be entitled ——: IT IS HEREBY MUTUALLY AGREED that the sd B. shall purchase the copyright of the same on the following terms:—

Sale of Copyright.

1. The sd B. shall bear the whole expense and risk of the paper and printing the sd book, and the publication thereof.

Expenses.

2. The sd B., his exors, admors, or assigns, shall pay to the sd A. the sum of £—— for the first edition of the sd book, when —— copies shall have been sold, and for the

Payment to author.

second and future editions the sum of £—— to be paid three months after the day of publication, no edition to exceed —— copies, and —— copies of each edition to be supplied gratis to the author, and any number of copies at trade price.

New editions.

3. The sd A. shall revise any new edition of the sd work, and correct the proofs.

Editor in case of death of A.

4. In case of the death of the sd A., the sd B. his exors, admors, or assigns, shall be at liberty to employ such editor as he or they may think fit, and after deducting the payments to such editor, the balance, if any, of the sd sums of £ ——, or £ ——, as the case may be, shall be paid to the representatives of the sd A.

Power to waste first edition on its not selling.

5. In case —— copies of the first edition of the sd book shall not be sold within —— years from the date of publication, the sd B. shall be at liberty to waste the same, and shall not be liable to pay the aforesd sum of £ —— to the sd A.

In Witness, &c.

XVII.

AGREEMENT *between a* Firm *of* Traders *and their* Workpeople, *granting to the latter a* Share *in the* Net Profits *of the* Firm.

Parties.

Parties, A., B., and C., carrying on business as ——, at ——, under the style or firm of —— (hereinafter called the sd firm) of the one part, and the several persons named in the schedule hereto, being clerks, servants, and workmen of the sd firm of the other part: Whas the sd firm have employed, or agreed to employ, the several persons named in the sd schedule at the salaries or wages written opposite to their respective names in the same schedule [in the wages book of the firm]: And whas the sd firm

Recital of engagement.

are desirous to give to the sd persons, in addition to their sd salaries or wages, and by way of further remuneration during the current year, such sums of money as hereinafter mentioned, upon the terms that the sd persons respectively should on their part enter into such agreement as is hereinafter expressed: NOW THESE PRESENTS WITNESS, that it is hereby agreed as follows:—

That workmen are to share in net profits.

1. The sd firm will, at the annual stock-taking of the sd business in the month of ——, in the year ——, apportion to each person named in the sd schedule a sum of money, which shall bear the same proportion to one-tenth part of the net profits of the sd business during the preceding year as the salary or wages paid to such person during the same year shall bear to the total amount of salaries and wages paid by the sd firm during the same year.

A proportionate share of net profits to be apportioned to each workman.

2. The sd firm shall, with all convenient speed after the amount of the sd net profits has been ascertained, cause to be prepared a certificate, showing the sum apportioned to each such person as aforesd, and shall cause the same to be signed by the cashier for the time being of the sd firm, or such other person as the said firm may appoint for the purpose, and the sd certificate shall be absolutely binding and conclusive as to the amount payable under these presents to each such person as aforesd. The sd firm will pay to each such person as aforesd the sum appearing by the sd certificate to be apportioned to him immediately after the signature thereof by the sd cashier, or such other person as aforesd.

According to the certificate of the cashier.

3. The said firm shall have the sole and exclusive right of ascertaining and determining the amount of the sd net profits, and shall be entitled to make allowances and deductions for interest on capital, rent, depreciation in the value of stock and plant, and bad and doubtful debts, and any other allowances and deductions which the sd firm may consider proper, and none of the persons named in the sd schedule shall have any right to examine or inspect the

Firm to have exclusive right of determining what are profits.

books or accounts of the sd firm, or to make any inquiry or investigation whatsoever as to the amount of the sd net profits, or the sum apportioned to any of the sd persons, or how the same respectively are made out, nor shall any of the sd persons be entitled to, or in any way assume or claim any of the rights or powers of a partner in the said firm. (*z*)

Proviso as to workmen leaving or being discharged from service of firm.

4. Any person named in the sd schedule who shall leave or be discharged from the service of the sd firm or shall die before the sd stock-taking, shall not be entitled to have any such sum as aforesd apportioned or paid to him or his representatives.

Firm may discharge workmen.

5. The several persons named in the sd schedule shall well and faithfully serve the sd firm in their respective situations, and at their respective salaries and wages as aforesd, until the —— day of ——, 187—, but the sd firm shall have full power to discharge all or any of the sd persons at any time or times, notwithstanding these presents.

Special arbitration clause.

6. If any doubt, difference, or dispute shall hereafter arise between the sd firm and any one or more of the sd persons named in the sd schedule, as to the proper meaning or construction of these presents, or anything done or to be done in pursuance hereof, or in anywise relating thereto, the matter in dispute shall be referred to the solicitor or solicitors for the time being of the sd firm, whose decision shall be final and conclusive, and absolutely binding on all parties: Provided always that this clause shall not be deemed to limit or affect the rights reserved to the sd firm, or to extend the rights conferred on the persons named in the sd schedule by the preceding clauses of these presents. *Agreement not to be affected by change in firm, ante, Precedent* XIV., *Clause* 18: In witness whereof the several parties have hereunto set their respective hands,

(*z*) It appears proper, in this case, expressly to declare that no employé shall be a partner. But see note to Precedent XII.

the sd A., B., and C., and such of the persons named in the sd schedule as are now in the service of the firm on the —— day of ——, and such of the persons named in the sd schedule as are not now in the service of the firm on the several days written opposite their respective names in the sd schedule.

APPOINTMENTS. (a)

I.

APPOINTMENT *by* DEED-POLL *by a* FATHER *to his* SON, *under a power in his Marriage* SETTLEMENT, *of a* SUM *of* BANK ANNUITIES, PART *of a larger* SUM, *subject to the* APPOINTOR'S *life* INTEREST. VARIATION, *where in case of a* CHANGE *of* INVESTMENT, *the* EQUIVALENT *in* MONEY *is appointed.*

Recitals. Marriage settlement of appointor.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A., of ——, &c., sends greeting. WHAS by an Indre dated, &c., and expressed to be made between, &c., (being the settlement executed previously to and in consideration of the marriage which was shortly afterwards solemnised between the sd A. and B.) certain shares or interests to which the sd A. was then entitled in reversion expectant on the decease of his father K. in the trust moneys, stocks, funds, or securities, then [or which should thereafter become] subject to the trusts of an indre dated, &c., and therein referred to, were assigned to the sd P. and Q., their exors, admors, and assigns, And it was thereby declared that the sd P. and Q., their exors, admors, or assigns, should stand possessed of a sum of £—— bank

(a) See Elphinstone, Introd. Conv., 299. For conveyances by way of appointment, see CONVEYANCES; and for testamentary appointments, see WILLS; and see also SETTLEMENTS.

annuities therein recited to have been transferred into the names of the sd P. and Q., and of the sd shares or interests as and when the same should be received upon certain trusts after the solemnization of the sd then intended marriage for varying the investments thereof, and for payment of the income of the sd trust premises in manner therein mentioned during the joint lives of the sd A. and B., and after the death of either of them to the survivor of them during his or her life, and after the death of such survivor should stand possessed of the sd trust premises and the income thereof in trust, &c., *for children or remoter issue of marriage as A. and B. or the survivor should appoint, set out fully*: AND WHAS the sd K. died on the —— day of ——: AND WHAS, shortly after the death of the sd K. the sum of £—— was paid to the sd P. and Q. in satisfaction of the sd shares or interests assigned to them by the hereinbefore recited indre: AND WHAS the sd B. died on the —— day of ——, without having concurred with the sd A. in making any appointment of any part of the sd trust premises under the joint power vested in them in that behalf under the hereinbefore recited indre: AND WHAS the sd sum of £—— bank annuities and the sd sum of £—— are now represented by the sums of stock and securities the particulars whereof are specified in the schedule hereto, all of which are now standing in the names of S. and T., the present trustees of the sd recited indre: AND WHAS C., of ——, is one of the children of the marriage between the sd A. and B.: AND WHAS the sd A. is desirous of making such appointment in favour of the sd C., as is hereinafter contained: NOW THESE PRESENTS WITNESS that for effectuating the sd desire and in exercise of the power for this purpose given to the sd A. by the sd recited indre, and of every or any other power in this behalf him enabling, he the sd A. doth hereby irrevocably appoint that the sum of £—— bank annuities, part of the sum of £—— bank annuities specified in the sd schedule hereto, shall, subject to the life interest therein of the sd A. under the sd recited indre,

Death of father of appointor.

Payment of settled share to trustees.

Death of appointor's wife.

Present state of the trust funds.

Appointee's being one of the children of the marriage.

Appointor's desire to appoint.

Witness.

Appointment of sum of stock part of settled trust funds.

henceforth belong to and be held in trust for the sd C., his exors, admors, and assigns absolutely, but without prejudice to the powers of varying or changing investments contained in the sd recited indre and so that in the event of any transposition of the investment of the sd sum of £—— bank annuities, or any part thereof, the trust moneys, stocks, funds, securities, or property which may be substituted for the same, or any part thereof, shall become subject to this appointment [*or*, PROVIDED ALWAYS, and the sd A. doth hereby direct and appoint, that if at the death of him the sd A. the sd trust funds and property shall not comprise the sum of £—— bank annuities, then such a sum of —— bank annuities, if any, as at the death of the sd A. shall be comprised in the sd trust funds and property, shall be considered as hereby appointed, and shall be appropriated as far as the same will extend, towards satisfaction of the appointment hereinbefore contained, and the sd trust premises shall moreover be charged with the payment to the sd C., his exors, admors, or assigns, at the death of the sd A., of such a sum of money as, with the value of the —— bank annuities (if any) then comprised in the sd trust premises, shall at the price of the day make up the equivalent of the sd sum of £—— bank annuities, with interest on such sum of money to be computed from the death of the sd A. at the rate of £3 10*s.* per cent. per annum.]

Subject to changes of investment.

Proviso in event of change.

Variation.

IN WITNESS whereof the sd A. has hereunto set his hand and seal this —— day of ——(*b*).

The Schedule above referred to.

Schedule of investments.

Signed, sealed, and delivered by the above-named A. in the presence of }

(*b*) As to the mode of execution where special formalities are prescribed by the power, see 22 & 23 Vic., c. 35, s. 12. Notice of the appointment should be given to the trustees of the settlement.

II.

APPOINTMENT *by* DEED POLL *endorsed on the* SETTLEMENT *creating the power by a* WIDOW *of* PART *of a* SUM *of* STOCK *to a* CHILD *on his* MARRIAGE *in* ADDITION *to a* SUM *previously advanced to him, and* RELEASE *by the* APPOINTOR *of her* LIFE INTEREST, *there having been a previous endorsed* APPOINTMENT *of new* TRUSTEES. HOTCHPOT CLAUSE (*c*).

TO ALL, &c., the above-named A., formerly the wife and now the widow of the above-named B., sends greeting. Recitals.
WHAS the sd B., the late husband of the sd A., died on the —— day of ——: AND WHAS, on the —— day of —— the sum of £—— New £3 per cent. Bank Annuities, part of the trust funds then subject to the trusts of the within written indre, was sold out by the trustees thereof, and the proceeds thereof were applied for the advancement in the world of C. one of the children of the sd A. and B. with the consent of the sd A., pursuant to the power in that behalf in the sd indre contained: AND WHAS no appointment was ever made by the sd A. and B. under the joint power of appointment vested in them by the within written indre: AND WHAS the trust funds now remaining subject to the trusts of the sd indre consist of the sum of £—— New £3 per cent. Bank Annuities and £—— Bank Stock, standing in the names of the above-named L. and M. the present trustees thereof: AND WHAS a marriage is intended shortly to be solemnised between the sd C. and D. of, &c., and the sd A. is desirous of appointing to the sd C. the sum of £——, part of the sd Bank Annuities, in addition to the sum so advanced for his benefit as aforesd, and of surrendering to him her life interest in the same in manner hereinafter mentioned: NOW THESE PRESENTS WITNESS that, for effec- Witness.

Death of husband.
Advancement to a child.
No previous appointment.
State of funds.
Intended marriage, &c.

(*c*) This clause having been omitted from the settlement.

tuating the sd desire, and in exercise of the power in that behalf given to her by the within written indre, and of every other power enabling her thereunto, the sd A. doth hereby irrevocably appoint and direct that the sum of £——, part of the sd sum of £—— New £3 per cent. Bank Annuities shall immediately after the solemnisation of the sd intended marriage, vest in and be held in trust for the sd C. for his absolute benefit. AND THESE PRESENTS FURTHER WITNESS that, for effectuating the aforesd desire and in consideration of the sd intended marriage, the sd A. doth hereby assign and surrender to the sd C., his exors, admors, and assigns, all the dividends and income to accrue from and after the solemnisation of the sd intended marriage and thenceforth during the life of her the sd A. upon the sum of £—— Bank Annuities hereinbefore expressed to be hereby appointed: To HAVE and receive the same unto the sd C., his exors, admors, and assigns absolutely, to the intent that the sd C. may immediately upon the solemnisation of the sd intended marriage become absolutely entitled in possession to the sd sum of £—— Bank Annuities [: PROVIDED ALWAYS, and this appointment is made subject to the condition, that the sd C., his exors, admors, or assigns, shall not, unless an express direction to the contrary shall be contained in any appointment to be hereafter made by the sd A. under the aforesaid power, be entitled to any share in the unappointed part of the trust funds or property comprised in the within written indre without bringing the share hereby appointed to him as well as the sum so advanced to him as aforesd into hotchpot and accounting for the same accordingly] [: PROVIDED ALWAYS, and she, the sd A., doth hereby declare that if the sd now intended marriage shall not take place within six calendar months from the date hereof, these presents and everything herein contained shall be void].

Appointment to take effect on the intended marriage.

Release of life interest to take effect on the marriage.

Hotchpot.

Appointment void if marriage not solemnised.

IN WITNESS, &c.

III.

APPOINTMENT (*by Independent Deed without* RECITALS) *by* HUSBAND *and* WIFE *to a* DAUGHTER, *on her* MARRIAGE, *of an* ALIQUOT SHARE *in the Trust Funds comprised in their Marriage* SETTLEMENT. VARIATIONS, *where a* SUM *of* MONEY *is appointed, and where there has been a previous partial* APPOINTMENT *to another* CHILD, *and the whole of the remaining Trust Funds are appointed. A short form.*

KNOW ALL MEN BY THESE PRESENTS, that we, A. of, &c., *the husband*, and B. his wife, in pursuance of an agreement entered into upon the treaty for a marriage to be shortly solemnised between our daughter C., and D. of, &c., and in exercise of a power given to us by an indre dated, &c., and expressed to be made, &c., and of every or any other power in this behalf us enabling, do hereby appoint that, subject and without prejudice to the trusts in the sd indre contained in relation to the income of the trust funds and property for the time being subject to the trusts thereof during the lives of us the sd A. and B. and the life of the survivor of us, and subject to any and every exercise that may during the lives of us, and the life of the survivor of us, be made of the powers of varying investments in the same indre contained, one equal —— part or share [the sum of £—— sterling, to be a charge upon and raisable and payable out] of the trust monies, stocks, funds, securities, and property [which now are or which by means of the accruer of other property under the provision in the sd indre contained for the settlement of after-acquired property of me the sd B. or otherwise, shall at any time hereafter become] subject to the trusts of the sd indre, *or* "all and singular the trust funds and property, now subject to the trusts of the sd indre, which shall remain after satisfying a certain previous appointment in favour of X., one of our

Appointment to daughter, subject to life interests,

of aliquot share *or* £——,

or all the remaining funds.

children, made by a deed poll under our respective hands and seals, dated, &c.," shall, from and after the solemnisation of the sd intended marriage, belong to and be vested in the sd C., and be held in trust for the sd C., her exors, admors, and assigns absolutely, and shall be transferable, [raisable and payable] to her or them forthwith upon the decease of the survivor of us the sd A. and B. [with interest from such decease until the raising and payment thereof at the rate of £4 per cent. per annum]. *Appointment to be void if marriage does not take place, see last Precedent.*

In witness, &c. (*d*)

IV.

APPOINTMENT *under a* Power *in a* Will *by a* Husband *and* Wife, *subject to their* Life Interests, *of* Trust Funds *invested in* Stock *and on* Mortgage *to* Children, *so as to exclude one who is otherwise provided for* (*e*), *the* Funds *being appointed unequally, and as to* Daughters *for their* Separate Use. Provisions *for* Maintenance, *&c., of* Minors. Variations *where the* Funds *are appointed to all the* Children (*exclusive of one*), *born and to be born, at twenty-one or marriage equally, and where a power of* Revocation *is reserved.*

Recitals. Will. TO ALL TO WHOM THESE PRESENTS SHALL COME, A. of, &c., and B., his wife, send greeting. Whas X. of, &c, deceased, duly made his will dated, &c., and thereby bequeathed to L., M., and N., their exors, admors, and assigns, the sum of £ —— Bank Annuities upon trust, either to permit the same to remain in its then state of

(*d*) Notice of this appointment should be given to the trustees of the settlement.

(*e*) That an exclusive appointment may now be made, although not expressly authorised by the power, without leaving a nominal share for excluded objects, see 37 & 38 Vic., c. 37.

investment, or with such consent, or at such discretion as therein mentioned from time to time to vary and transpose the investment thereof as therein expressed. And upon further trust to pay the income thereof to the said A. during his life, and after his decease to the sd B., if she should survive him, during her life. And after the decease of the survivor of the sd A. and B., in trust, *for their children as A. and B. should by deed appoint, setting out the power fully*, and in default of any such appointment upon the trusts therein expressed. *Death of testator and probate:* AND WHAS the sd N. and O. and P. are the present trustees of the sd will, the sd O. and P. having been respectively appointed trustees thereof under a power in that behalf therein contained in the place of the sd L. deceased, and the sd M., who retired from the trusteeship: AND WHAS the sd sum of £—— Bank Annuities was in the year —— sold out, and part of the proceeds thereof invested in the purchase of £—— India Stock, and £—— the residue thereof was invested on mortgage of certain freehold property at ——, and the sd trust funds and mortgage security are now vested in the sd N. O. and P., upon the trusts of the sd will: AND WHAS there have been issue of the marriage of the sd A. and B. four children and no more, namely, C., D., E., and F., all of whom are now living, and of whom the sd C. and D. have attained the age of 21 years: AND WHAS the sd A. and B. are desirous of appointing the sd trust funds among the sd D., E., and F., in manner hereinafter appearing, the sd C. being otherwise provided for: NOW THESE PRESENTS WITNESS that, in exercise of the power in that behalf given to them by the sd will of the sd X., and of every, &c., the sd A. and B. do hereby [absolutely and irrevocably] appoint and direct that from and immediately after the decease of the survivor of them the sd A. and B., and subject and without prejudice to their respective life interests in the sd trust premises, the sd trustees, or the survivors or survivor of them, or the exors or admors of such survivor, their or his assigns, *or* "the trustees or

Change of trustees.

Change of investment.

Issue of marriage.

Desire to appoint.

Appointment.

trustee for the time being of the sd will," shall hold the sd respective sums of £—— Stock, and £—— invested on mortgage as aforesd, or other the trust funds and property which by means of any change of investment or otherwise shall hereafter represent the same respectively and the income thereof: In trust for and for the absolute benefit of the sd D., E., and F., in the proportions and manner following, namely, as to one moiety of the sd trust premises, in trust for the sd D., his exors, admors, and assigns; as to one equal fourth part thereof, in trust for the sd E., his exors, admors, and assigns; and as to the remaining one fourth part thereof, in trust for the sd F., her exors, admors, and assigns: [*Or*, In trust for such of them the sd D., E., and F., and the child or children, if any, hereafter to be born to the sd A. and B. his wife, as, being a son or sons, [has or have attained or] may hereafter attain the age of 21 years, or, being a daughter or daughters, [has or have attained or] may hereafter attain that age, or may marry, their, his, or her exors, admors, and assigns, if more than one in equal shares]. And the said A. and B. do hereby declare that the share of the sd F., [and of any other daughter hereafter to be born to them, the sd A. and B.,] of and in the sd trust premises, shall be for her sole and separate use, free from the debts, control, and engagements of any husband whom she may marry, and her receipt alone shall be a sufficient discharge to the sd trustees or trustee for the same: Provided always that nothing herein contained shall affect the powers of varying and transposing investments contained in the sd will: And the sd A. and B. do hereby further declare that, *provisions for advancement and maintenance education and accumulation as to minors, as in a settlement*: [*Or*, And the sd A. and B. do hereby further declare that all the powers and provisions in the sd recited will contained for the advancement (whether in the lifetime or after the decease of the sd A. and B. respectively), and maintenance and education of children, and the accumulation of surplus income shall be applicable to the shares hereinbefore

To three children unequally

or to all the children, except one, equally at 21, &c.

Share of daughters to be for separate use.

Appointment not to affect powers of investment.

Provisions for maintenance, &c.

or by reference to will.

appointed in the same manner as if the same or the like powers and provisions had been herein inserted or as near thereto as may be]: [PROVIDED ALWAYS, and it is hereby declared, that it shall be lawful for the sd A. and B. at any time or times hereafter during their joint lives, or for the survivor of them at any time or times during his or her life, by any deed or deeds to revoke or alter either wholly or partially and as to all or any of the sd children, the appointment hereinbefore contained so and in such manner that the sd trust funds and premises shall so far as such revocation shall extend stand settled in the same manner and subject to the same power or powers of appointment as if these presents had not been executed]. Power of revocation.

IN WITNESS, &c. (*f*)

V.

REVOCABLE APPOINTMENT *under* POWER *in* SETTLEMENT *of* PERSONALTY, *excluding eldest* SON, *some of the* CHILDREN *being under age.* VARIATIONS, *where there has been a previous absolute* APPOINTMENT *to one of the* CHILDREN, *and where the* SHARE *of a* CHILD *dying in the* LIFETIME *of the* PARENTS *is to go over to his or her* ISSUE, *or to the other* CHILDREN.

TO ALL, &c., A. of, &c., and B. his wife, send greeting. *Recite Settlement on marriage of A. and B., containing usual power of appointment among the children or remoter issue of marriage, ante p.* 62, *that there had been issue six children, C. (eldest son), D., E., F., G., and H., of whom, F., G., and H. are under* 21 [*previous appointment to D. (a daughter), of one-fifth of trust funds on her marriage*] *Present state of investment of trust property* : AND WHAS the sd C., the eldest son of the sd A. and B., being otherwise sufficiently provided Recital. Desire to appoint.

(*f*) Notice of this deed should be given to the trustees of the will.

for, the sd A. and B. are desirous that the whole of [the residue remaining unappointed of] the sd trust funds should be secured to their children [or remoter issue] exclusive of the sd C., in manner and subject as hereinafter appears: NOW THESE PRESENTS WITNESS that in pursuance of the sd desire, and in exercise of the power for that purpose given to them the sd A. and B. by the hereinbefore recited indre of settlement as aforesd, and of every other power enabling them in this behalf, they, the sd A. and B., do hereby direct and appoint that the trustees or trustee for the time being of the sd indre of settlement shall from and after the death of the survivor of them the sd A. and B., [*in case the whole or part of the property in settlement is reversionary, say,* and subject to any prior life interests in] the same,] stand possessed of the whole of [the residue now remaining unappointed of] the trust funds and premises comprised in or which are now or hereafter may be subject to the trusts of the sd settlement in trust for such of them, the sd D., E., F., G., and H., as, being male, have attained or shall attain the age of 21 years, or, being female, have attained or shall attain that age or marry under that age, if more than one in equal shares. [*Or, if there has been a previous appointment to one of the children* (*D.*), in trust for the sd E., F., G., and H., their respective exors, admors, and assigns, in equal shares. PROVIDED ALWAYS, and the sd A. and B. do hereby further appoint and direct, that if any of them, the sd F., G., and H., shall die, being male, under the age of 21 years, or, being female, under that age and unmarried, then the share as well original as accruing under this present clause of such one of them so dying shall accrue and go over to the survivors or survivor or others or other of the sd D., E., F., G., and H., their respective exors, admors, and assigns, in equal shares. *The following is a form of accruer clause, to be substituted for the above accruer clause, where it is desired to give over the share of any child dying in the lifetime of the parents to his issue, or in default of issue to the other children.* "PROVIDED ALWAYS, and the sd A. and

Appointment, subject to life interests, of trust funds

to children.

Variation.

Accruer on death under age or unmarried.

Accruer on death of

B. do hereby further appoint and declare that, if any of them, the sd E., F., G., and H., shall die during the lifetime of the sd A. and B., or of the survivor of them, without leaving issue which shall survive such survivor, or shall die after the decease of such survivor under the age of 21 years and without leaving issue, then the share as well original as accruing under this present clause of such one of them so dying shall accrue and go over to the survivors or survivor or others or other of the sd D., E., F., G., and H., their respective exors, admors, and assigns, in equal shares, and if any of them, the sd E., F., G., and H., shall die during the lifetime of the sd A. and B., or of the survivor of them, leaving issue which shall survive such survivor, or shall die after the decease of such survivor under the age of 21 years, and leaving issue, then such issue shall take in equal shares the share or shares which their parent would if living have been entitled to." *Provisions for advancement and maintenance, &c., as to infants, see last Precedent.*] PROVIDED ALWAYS, and the sd A. and B. do hereby further appoint and declare, that it shall be lawful for them, the sd A. and B., at any time during their joint lives by any deed or deeds [or for the survivor of them at any time during the life of such survivor by any deed or deeds or by will or codicil] to revoke the appointment hereinbefore made, either in whole or in part, and by the same or any other instrument to appoint and declare any new or other trusts concerning the sd trust funds and premises which may be or would have been authorised by the power by the sd indre of settlement given to the sd A. and B. [or the survivor of them] in that behalf as aforesd.

child in parent's lifetime or under age and without issue.

Power of revocation.

IN WITNESS, &c. (*g*)

(*g*) Notice of this deed should be given to the trustees of the will.

VI.

DEED POLL *making a Previous Revocable* APPOINTMENT *absolute by means of a* RELEASE *of the* POWER *of* REVOCATION (ENDORSED *on the* APPOINTMENT).

KNOW ALL MEN, &c., that I, the within-named A., by virtue of every or any power enabling me in this behalf, whether under the within-mentioned indre of settlement or otherwise, do hereby absolutely release and give up to the within-named B., his exors, admors and assigns, the power of revocation in the within-written deed poll contained, to the intent that the appointment therein contained may become and be henceforth absolute and indefeasible.

Release of power of revocation.

IN WITNESS, &c.

VII.

DEED POLL *making a Revocable* APPOINTMENT *among* CHILDREN *absolute as to one* CHILD *in* CONTEMPLATION *of his or her* MARRIAGE—*one of the* APPOINTORS *being a* MARRIED WOMAN. (*h*)

TO ALL, &c., A. of, &c., and B. his wife send greeting. *Recite settlement creating power, that C. is one of the children of A. and B., previous revocable appointment among children*: AND WHAS a marriage is intended shortly to be solemnised between the sd C. and D., of &c., and upon the treaty for such intended marriage it was agreed that the sd A. and B. should revoke the appointment in the hereinbefore recited deed poll contained, to the extent and in manner hereinafter appearing, and should make such new

Recital. Treaty for intended marriage.

(*h*) It being considered doubtful whether a married woman is competent to *release* the power of revocation, the object is in this case effected by a partial revocation and reappointment.

appointment in favour of the sd C. as is hereinafter contained, subject to the proviso hereinafter contained for avoiding these presents in the event hereinafter mentioned: NOW THESE PRESENTS WITNESS that in pursuance of the sd agreement, and in exercise of the power for this purpose reserved to the sd A. and B. by the hereinbefore recited deed poll as aforesd, and of every other power enabling them in this behalf, they, the sd A. and B., do hereby revoke and make void the appointment made, or expressed to be made, by the sd deed poll of &c., so far as regards the one equal —— part or share of the sd sum of £ ——, or of the trust funds and property representing the same, thereby appointed, or expressed so to be, in favour of the sd C: AND THESE PRESENTS FURTHER WITNESS that in exercise of the power or powers for this purpose given to the sd A. and B. by the hereinbefore recited indre of settlement, and of every other power enabling them in this behalf, they, the sd A. and B., do hereby direct and appoint that the trustees or trustee for the time being of the sd indre of settlement, shall from and after the death of the survivor of them, the sd A. and B., and subject to any prior life interest in the same, stand possessed of the one equal —— part or share which was by the hereinbefore recited deed poll appointed to the sd C., and the appointment whereof is hereinbefore revoked, of or in the sd sum of £ ——, or the trust funds and property which may represent the same, in trust for the sd C., her exors, admors, and assigns absolutely: And to be an immediately vested and transmissible interest accordingly: PROVIDED ALWAYS that nothing herein contained shall affect the appointment in the sd deed poll of &c., contained, except so far as the same is hereinbefore revoked. *Proviso avoiding deed in case of marriage not taking place, see Precedent* II. (*i*).

Partial revocation.

Absolute appointment of share to C.

Saving clause.

IN WITNESS, &c.

(*i*) Notice of this deed should be given to the trustees of the settlement.

VIII.

PARTIAL REVOCATION (*endorsed*) *of prior endorsed* APPOINTMENT *under a* POWER *in a* SETTLEMENT, *and* RE-APPOINTMENT *of a smaller* SUM *to the same* PERSON, *subject to* LIFE INTEREST *of* APPOINTOR.

KNOW ALL MEN, &c., that I, the above-named A., in exercise of the power in that behalf in the above-written deed poll of, &c., contained, and of every, &c., do hereby
Revocation. revoke and make void the appointment in the sd deed poll contained, so far as regards the part or share thereby appointed to the above-named B., of and in the trust funds and property subject, or which may become subject, to the trusts of the within-written indre: AND in lieu thereof I do hereby, in exercise of the power for that purpose given to
Appointment. me by the within-written indre, and of every, &c. [absolutely and irrevocably] appoint and direct that, from and immediately after my decease, the trustees or trustee for the time being of the sd indre shall stand possessed of the sum of £ ——, —— Bank Annuities, in case the same shall form part of the sd trust funds, and the dividends and income thereof, in trust for the sd B., his exors, admors, and assigns, for his and their absolute benefit; or in case, by reason of any change of investment or otherwise, the sum of £ ——, Bank Annuities, shall not then form part of the sd trust funds, the sd trustees or trustee shall out of such part of the trust funds and property then subject to the trusts aforesd, as they or he may think fit (other than the funds or property appointed to the above-named C. and D. by the sd deed poll), raise the sum of £ —— sterling, with interest thereon, from the time of my decease, at the rate of £3 10s. per cent. per annum, and pay the same to the sd B., his exors,
Investment, maintenance, &c. admors, or assigns, for his or their absolute benefit. *If the appointee be under age, add provisions as to investment, maintenance, and advancement.* PROVIDED ALWAYS that
Proviso.

nothing herein contained shall in any wise affect the appointment and power of revocation in the above written deed poll contained so far as regards the sd C. and D.

In witness, &c. (*j*)

IX.

APPOINTMENT *by a* Father, Tenant *for* Life *of Settled Real* Estates, *to one of his younger* Children, *of part of a* Sum *of* Money *raisable for* Portions *and secured by a* Term *in the usual manner.*

TO ALL, &c., A., *tenant for life*, sends greeting. Whas, by an indre, &c., being a settlement executed in contemplation of a marriage which was shortly afterwards solemnised between the sd A. and B., certain —— and hereditaments, in the parishes of —— and ——in the county of ——, were assured and limited after the solemnisation of the sd marriage (among other uses not material to be herein recited), to the use of the sd S. and T., their exors, admors, and assigns, for the term of 1,000 years, to commence from the death of the sd A., without impeachment of waste, upon trust, *recite trusts of portions term, fully, down to and including the power of appointment among the younger children:* And whas there have been issue of the sd marriage six children, besides some who died in infancy and unmarried, that is to say, an eldest son and five younger children, one of whom attained his age of twenty-one years, and afterwards died, and the others of whom are all under that age and unmarried: And whas a marriage is intended shortly to be solemnised between C., one of such younger children, and D., of &c., and in order to make a provision for the sd C. on her marriage, the sd A. is desirous of appointing the sum of £——, part of the sum which, in the event, will become raisable for portions under the sd term of 1,000 years, to or in favour of

Recitals.

Settlement creating power.

State of family.

Intended marriage.

Desire to appoint.

(*j*) Notice of this deed should be given to the trustees of the settlement.

the sd C., in manner and subject as hereinafter mentioned: NOW THESE PRESENTS WITNESS that in pursuance of such desire he, the sd A., doth hereby, in exercise of the sd recited power, and of every, &c., irrevocably appoint that, in case the sd intended marriage of the sd C. shall take place within six calendar months from the date hereof, the sum of £——, being a part or share of the sum which, in the event, will become raisable for portions under the trusts of the sd term of 1,000 years as aforesd, shall, immediately after the sd intended marriage of the sd C., belong to and be vested in the sd C. for her absolute benefit, and that the same shall be payable to her, or her exors, admors, or assigns, upon the death of the sd A., with interest at the rate of £4 per cent. per annum, from his death until payment thereof [*if raisable immediately*, shall be forthwith raisable and payable to her, or her exors, admors, or assigns, with interest at the rate of £4 per cent. per annum, to be computed from the sd intended marriage.]

Appointment of share.

In witness, &c. (*k*)

X.

APPOINTMENT *under a general* Power *in a* Will *of* Freeholds *in fee, subject to the* Life Estate *and* Failure *of* Issue *of the* Appointor, *a* Married Woman, Part *of the property being appointed to her* Husband, *and the* Remainder *to a* Trustee *in trust for the* Separate Use *of another* Married Woman. Variation *where the legal* Estate *is in* Trustees. Power *of* Revocation.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A., the wife of B., of, &c., sends greeting. Whas X., late of, &c., deceased, made his last will, dated, &c., and thereby, among other dispositions, devised certain freehold messuages, lands, and hereditaments, situate in the parishes

Recitals. Will.

(*k*) Notice of this deed should be given to the trustees of the term.

of ——, in the county of ——, therein and hereinafter more particularly described, to the use of [trustees in trust for] the sd A., *for life remainder to her issue, and in default of issue as she should by deed or will appoint, setting out the power fully with remainders over—Death of X. and probate:* AND WHAS the sd A. is desirous of making such appointment of the sd hereditaments respectively as is hereinafter contained: NOW THESE PRESENTS WITNESS that the sd A., in exercise of the power for that purpose given to her by the sd recited will, and of every, &c., doth hereby [absolutely and irrevocably] appoint and direct that from and after the decease of her, the sd A., and in case the limitations [trusts] in the sd will contained of the sd hereditaments and premises after her decease and preceding the power of appointment limited to her as aforesd shall fail, the sd hereditaments and premises shall be and remain to the uses [*if the legal estate is in trustees*, shall be held upon the trusts] following, that is to say: AS TO all that, *parcels*, with the rights, members and appurtenances to the same belonging, being part of the sd devised premises, to the use of [in trust for] the sd B., his heirs and assigns for ever: AND as to all and singular other the hereditaments and premises devised by the sd will as aforesd [to the use of T., of, &c., his heirs and assigns for ever] upon the trusts following, (that is to say) in trust for such person or persons and for such estate or estates and purposes in all respects as L. the wife of M., of, &c., shall, notwithstanding coverture, by any deed or deeds with or without power of revocation and new appointment, or by will or codicil, appoint; and in default of any such appointment, and so far as no such appointment shall extend, in trust for the sd L., her heirs and assigns for ever, as her sole and separate property, free from the debts, control and engagements of the sd M. or any future husband, and to be at her absolute disposal as if she were unmarried, and so that her receipt shall be an effectual discharge as well for the rents and profits as for the monies arising from or receivable upon any sale, mortgage, or other disposition of the

Death, &c.

Desire to appoint.

Appointment.

As to part to husband.

Residue to a married woman.

Trust for separate use.

Power of revocation.

same premises or any part thereof: PROVIDED ALWAYS, and it shall be lawful for the sd A., at any time or times hereafter by any deed or deeds with or without power of revocation and new appointment or by will or codicil, to revoke or alter, either wholly or partially, all or any of the [uses and] trusts hereinbefore appointed and declared of or concerning the sd hereditaments and premises or any part thereof, and to limit, appoint, or declare any new [uses and] trusts concerning the same or any part thereof.

IN WITNESS, &c. (*l*)

XI.

REVOCATION *of* APPOINTMENT *of* LEASEHOLDS *under a general* POWER *in a* WILL *and new* APPOINTMENT *thereof to the* ISSUE *of the original* APPOINTEE *upon his* DECEASE.

Recitals. Will, &c.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A., the wife of B., of, &c., sends greeting. *Recite will, bequeathing leasehold property to trustees in trust for A. for life for her separate use, remainder as she may appoint by deed or will, in default in trust as therein mentioned, and refer to powers to underlet and sell with her consent and direction that sale monies shall be invested and held on same trusts, appointment of exors, death of testator and probate, assent of exors to bequest, previous revocable appointment to C.:* AND WHAS the sd C. has, since the sd appointment to him was executed, died, leaving a son and two daughters him surviving, namely, D., E., and F., all of whom are now under the age of 21 years, *desire to revoke and reappoint:* NOW THESE PRESENTS WITNESS that the sd A. doth hereby in exercise of the power for that purpose reserved to her by the sd deed of appointment and of every, &c., absolutely revoke and make void the sd appoint-

Death of previous appointee.

(*l*) If the legal estate is in trustees, notice of this deed should be given to them.

ment to the sd C., and in lieu thereof she, the sd A., doth hereby in exercise of the power for that purpose given to her by the sd will, and of every, &c. [absolutely and irrevocably] appoint and direct that all and singular the sd leasehold premises or other the property which may hereafter by means of any sale, investment, or otherwise, be substituted for the same or any part thereof, and the rents and income thereof shall from and after the decease of her, the sd A., be held by the trustees or trustee for the time being of the sd will in trust for such one or more of the sd D. E. and F. as shall attain the age of 21 years, or in the case of the sd E. and F. shall marry, and their respective exors, admors, and assigns, if more than one, in equal shares, as tenants in common: PROVIDED ALWAYS and the sd A. doth hereby further appoint and direct that in case the sd D. shall die under the age of 21 years, and both of them the sd E. and F. shall die under that age, and without having been married, then from and after the decease of the sd A., and such default or failure of issue of the sd C., whichever shall last happen, the sd trust premises, and the rents and income thereof, or so much thereof as shall not have been applied or disposed of under the trusts or powers hereinafter contained, shall be held in trust for X., of, &c., his exors, admors, and assigns absolutely. PROVIDED ALWAYS that the appointment hereinbefore contained shall not affect the powers of leasing, sale, investment, and transposing investments contained in the sd will, and that the same respective powers shall continue in force and exerciseable during the minority of the sd D., or the minority and discoverture of the sd E. and F. respectively, in the same manner as if the same or the like powers had been herein repeated or as near thereto as may be. *Provisions for advancement and maintenance of infants, and accumulation of surplus rents and income, see Precedent* IV.

New appointment.

Provision for death of all appointees under 21, &c.

Proviso keeping alive and extending powers of leasing, &c., in will.

IN WITNESS, &c. (*n*)

(*n*) Notice of this deed should be given to the trustees of the will.

XII.

DEED *in exercise of a* POWER *of* REVOCATION *and new* APPOINTMENT *reserved to a* FATHER *and* SON *in a family* SETTLEMENT *of real and personal estate, effecting various* MODIFICATIONS *in the* SETTLEMENT.

Parties. THIS INDRE made, &c., BETWEEN A., of, &c., and B., of, &c., *appointors*, of the one part; and M., of, &c., and N., Recitals. of, &c., *trustees*, of the other part. *Recite settlement with reservation of power of revocation and new appointment to A. and* Desire to modify. *B.*: AND WHAS, the sd A. and B. are desirous of modifying the uses, estates, trusts, powers, and provisions by and in the sd indre of settlement limited, declared, and contained of and concerning the respective premises comprised in or dealt with by the same indre in manner and to the extent hereinafter And exercise power. appearing: AND WHAS, for effectuating the objects aforesd, the sd A. and B. have determined to exercise the power of revocation and new appointment in the sd indre contained as aforesd to the extent and in manner hereinafter appearing: Revocation. NOW THIS INDRE WITNESSETH that for effectuating such objects as aforesd, and as to each of them the sd A. and B. in consideration of the execution of these presents by the other of them and for the other considerations herein appearing, they, the sd A. and B., do and each of them doth in exercise and pursuance of the power for this purpose given or reserved to them by the sd indre of settlement as aforesd and of every or any other power in anywise enabling them or either of them in this behalf, hereby revoke and make void the uses, estates, trusts, powers, and provisions, by and in the sd indre of settlement limited, expressed, declared, and contained of and concerning ALL and singular the sd estates, hereditaments, monies, stocks, funds, securities, and premises in the sd indre comprised, or which are now by any means subject to the subsisting uses or trusts of the same indre, or any of such uses or trusts, but so far only and to But only to extent of such extent and in such manner and form only as is or shall

be necessary to give effect to the modifications intended to be hereby effected in such uses, estates, trusts, powers, and provisions as aforesd, or any of them, as hereinafter appears, and to let in and give effect to such new, additional, or other uses, &c., as are hereinafter limited, expressed, declared, or contained, of or concerning the sd respective premises or any of them, or any part thereof respectively, and not further or otherwise, and so that subject to such modifications and to the introduction of such new or additional uses, &c., as aforesd, the sd indre of settlement and the uses, &c., by and in the same limited, expressed, declared, and contained, of and concerning the sd respective premises, shall remain in force and unaffected by these presents, and that from and after the execution of these presents, the sd indre of settlement shall, as far as may be, operate and take effect in the same manner as if the modifications intended to be hereby effected and the new, additional, or other uses, &c., hereinafter limited, expressed, declared, and contained as aforesd, and the covenants and agreements hereinafter contained had been originally contained and incorporated in the sd indre of settlement: AND THIS INDRE FURTHER WITNESSETH that, for effectuating the objects aforesd, and for the considerations hereinbefore mentioned, the sd A. and B. do and each of them doth in exercise and pursuance of the sd power for this purpose given or reserved to them by the sd indre of settlement as aforesd, and of every, &c., hereby limit, appoint, and direct, that ALL and singular, the sd estates, hereditaments, monies, stocks, funds, securities, and premises in the sd indre of settlement comprised, or which are now by any means subject to the subsisting uses or trusts of the same indre, or any of such uses or trusts shall, from and after the execution of these presents by the sd A. and B., go, remain, and be held and applied to, upon, for, and subject to such uses, trusts, powers, provisions, declarations and agreements as are hereinafter limited, expressed, declared, and contained of and concerning the same premises respectively, by way of modification of or addition to the uses,

modifications.

Settlement to hold good subject to modifications.

New appointment.

estates, trusts, powers, and provisions by and in the sd indre of settlement limited, expressed, declared, and contained of and concerning the same respectively (that is to say), It is hereby agreed and declared, &c., *declarations and agreements and covenants, &c., as to modifications in settlement.*

In witness, &c.

XIII.

APPOINTMENT *by deed of a* Guardian *by a* Father,(*o*) *for his infant* Son *and* Daughter, *after his decease.*

Appointment. KNOW, &c., that I, A., of, &c., hereby appoint B., of, &c., to be the guardian of my son, R., and daughter, S., *or*, "hereby dispose of the custody and tuition of my son, R., and daughter, S., to B., of, &c.," from and after my decease during the minority of my sd son and daughter respectively:

Substitution. But in case the sd B. shall die before me, or before my sd son and daughter or either of them shall attain the age of 21 years, then I appoint C., of, &c., to be their respective guardian after my decease and the decease of the sd B., until they shall respectively attain the age of 21 years.

In witness, &c.

XIV.

APPOINTMENT *under seal of a* Guardian *by an* Infant.

KNOW, &c., that I, A., an infant of the age of — years,

(*o*) An infant father, though now incapacitated from making a will, can appoint guardians by deed, 12 C. 2, c. 24, s. 8. The execution should be attested by two witnesses, but query, see *Morgan* v. *Hatchell*, 19 Beav. 86.

eldest son of B., late of, &c., deceased, hereby elect and appoint my uncle C., of, &c., to be guardian of my person and estate until I shall attain the age of 21 years. Appointment.

In witness, &c.

XV.

APPOINTMENT *of a* Gamekeeper *by a* Lord *of a* Manor. (*p*)

KNOW ALL MEN BY THESE PRESENTS that I, A., of, &c., lord of the manor of ——, in the county of ——, do hereby (by virtue of the statute in such case made and provided) appoint and depute B., of, &c., to be my gamekeeper within the sd manor during my pleasure, and to preserve the game within the limits of the sd manor: And I hereby give him full power and authority [to kill the game within the limits of the sd manor for my use, *or* "for his own use, or for the use of any other person or persons whomsoever." And also] to seize and take within the sd limits for my use, *or* "for his own use, &c.," all such dogs, nets, and other engines and instruments for the killing and taking of game as shall be used upon the sd lands by any person not authorised to kill game for want of a game licence. And further to do and execute all acts and things which may be requisite for the preservation of the game within the sd manor, and for the discovery of offenders therein, according to the laws of this realm, and for which this shall be his sufficient warrant. Appointment. Power to kill game and seize engines.

In witness, &c.

(*p*) See 1 & 2 Will. 4, c. 32, ss. 13, 14, 16, and as to Wales, s. 15; the appointment must be registered with the Clerk of the Peace for the county or place within which the manor is situate (s. 16). As to game licences, see 23 & 24 Vic., c. 90.

XVI.

APPOINTMENT *under seal of a* STEWARD *of a* MANOR.

KNOW ALL MEN BY THESE PRESENTS that I, A., of, &c., lord of the manor of ——, in the county of ——, do hereby give and grant unto B., of, &c., gentleman, the office of steward of the sd manor of ——: AND I do hereby appoint him, the sd B., steward of the sd manor, to keep and hold all courts belonging to the sd manor at the usual times the same have been accustomably holden, and at such other times as he the sd steward shall think fit and requisite, and to take surrenders, and to grant admissions of and to copyhold hereditaments held of the sd manor out of court, TO HAVE, HOLD, AND ENJOY, the sd office of steward, and to take and receive all and singular the fees and profits thereto belonging by him the sd B. or his deputy, for and during the will and pleasure of me, the sd A. [my heirs and assigns] *or* "for and during the life of him the sd steward," (*q*) *or* "during his good behaviour in the sd office." And I hereby authorise the sd B. to [grant licences to the tenants of the copyhold lands holden of the sd manor, to demise the same as he, the sd B., shall deem expedient, and to] appoint any deputy or deputies for all or any of the purposes aforesd with all or any of the powers of the sd B. as such steward, and with power to any such deputy to appoint a sub-deputy.

Grant of office.

IN WITNESS, (*r*) &c.

(*q*) See *Bartlett* v. *Downes*, 3 B. & C. 616.

(*r*) The steward, or deputy-steward, of a manor may be, and generally is, appointed by parol. Such appointment remains good till he is discharged. See 4 Rep., 29 b., 30 a., 30 b.

XVII.

APPOINTMENT *under seal of a* DEPUTY STEWARD *of a* MANOR.

KNOW ALL MEN BY THESE PRESENTS that I, A., of, &c., steward of the manor of ——, in the county of ——, do hereby appoint B., of, &c., deputy-steward of the sd manor during my pleasure, to perform the office of steward in my stead in all things as effectually as I could do myself if I were personally present and performing the same. And to receive for performing the sd office out of the fees and profits thereof the yearly sum of £—— in case the same shall amount thereunto, and to account for and pay over on demand the surplus, if any, of the sd fees and profits over the same sum of £——. Appointment. Fees.

IN WITNESS, &c.

XVIII.

APPOINTMENT *of a* DEPUTY STEWARD *of a Manor limited to taking a particular* SURRENDER *and* ADMISSION.

KNOW ALL MEN BY THESE PRESENTS that I, A., of, &c., steward of the manor of ——, in the county of ——, do hereby appoint B., of, &c., deputy steward of the sd manor for the purposes following, and for such purposes only (that is to say), to take the surrender of C., a customary tenant of the sd manor [and D., his wife, he having first examined her apart from her husband touching her free consent thereto] as to ALL THAT customary messuage, &c., *parcels*, with the appurtenances thereof, TO THE USE of E., of, &c., his heirs and assigns, and also to admit the sd E. to the same premises. Appointment.

IN WITNESS, &c.

XIX.

APPOINTMENT *under seal of a* CHAPLAIN (*s*) *by a* NOBLEMAN.

Appointment. KNOW ALL, &c., that I, the Right Hon. A., Baron of B., do hereby appoint the Rev. C., of, &c., to be my domestic chaplain [one of my domestic chaplains], to hold and enjoy all and singular the benefits, liberties, privileges, and advantages due and of right granted to the chaplains of nobility by the laws and statutes of this realm.

IN WITNESS, &c.

XX.

APPOINTMENT *of a* PARISH CLERK. (*t*)

Appointment. KNOW ALL MEN, &c., that I, the Rev. A., vicar *or* "rector" of the parish church of ——, in the county of ——, do hereby nominate and appoint B., of, &c., to be parish clerk of the sd parish church [in the room of C., deceased], to have and execute the sd office by himself, [his deputy or deputies] during the term of his life, and during

Fees. the same time to receive and take all such wages, fines, fees, dues, profits, and emoluments as belong, and are, and shall be due to the sd office, and of right ought to belong to the same in as large and ample a manner as [the sd C. or] any of his predecessors, clerks of the sd parish church, have had or ought to have had as due and of right accustomed to the sd parish clerk.

IN WITNESS, &c.

(*s*) It appears doubtful whether the peculiar status of such a chaplain is in any way recognised by the existing law. See Phill. Ecc. Law, 598.

(*t*) As to Parish Clerks, see Stephen's Comm., 7th ed., vol. ii., p. 700.

APPOINTMENTS OF NEW TRUSTEES.

CLAUSES.

Appointment of trustee.

1. In exercise of the power for this purpose by the hereinbefore recited indre of the —— day of ——, *or* "by the within written indre," *or* "by the hereinbefore recited Will," *or* "by the joint operation of the hereinbefore recited indre of the —— day of —— [will], and the Act 23 & 24 Vict. c. 145, intituled "An Act to give Trustees, Mortgagees, and others certain Powers now commonly inserted in Settlements, Mortgages and Wills," given to the sd, *donee or donees of power*, and of every or any other power him [them] enabling in this behalf he the sd, *donee*, doth [They the sd, *donees*, do] hereby [with the consent (hereby testified) of the sd, *consenting parties*,] appoint the sd, *new trustee or trustees*, to be a trustee [trustees] in the place of the sd, *deceased or retiring trustee or trustees*, for the purposes of the sd indre of the —— day of ——, *or* "the within-written indenture," *or* "the hereinbefore recited Will and codicils," or such of the same purposes as may be subsisting and capable of taking effect.

Declaration of trust.

2. And it is hereby agreed and declared that the sd, *new and continuing* (*if any*) *trustees*, their [heirs], exors, admors, and assigns, shall hold the sd sum [sums] of £—— [and £——] Bank Annuities [when the same shall have been transferred into their names] *or* "all and singular the sd —— and premises [when the assurance and transfer thereof shall have been made to them as aforesd]"

upon the trusts and with and subject to the powers, provisoes, and declarations applicable thereto [or upon, with, and subject to which the same ought to be held] by virtue of the hereinbefore recited indre of the —— day of ——, *or* "the within written indre," *or* "the hereinbefore recited Will and Codicils."

Another form.

III. And this Indre also witnesseth that it is hereby agreed and declared that the sd, *new and continuing (if any) trustees*, their [heirs] exors, admors, and assigns shall stand [seised and] possessed of all the sd —— and premises [when the assurance and transfer thereof to them shall have been made as aforesd] upon the trusts and with and subject to the powers, provisoes, and declarations upon, with, and subject to which the same would now be held by virtue of the hereinbefore recited indre of the —— day of ——, *or* "the within written Indre," *or* "the hereinbefore recited Will and Codicils," in case these presents had not been executed and the name [names] of the sd, *new trustee or trustees*, had been in the same indre, *or* "in the same Will and Codicils," inserted throughout instead of the name [names] of the sd, *deceased or retiring trustees*, [respectively].

Covenant against incumbrances.

IV. And the sd, *covenantor*, [each of them the sd, *covenantors*, so far as relates to his own acts and deeds only], doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *covenantee*, his [*covenantees*, their] heirs, [exors, admors,] and assigns that he the sd, *covenantor*, has [they the sd *covenantors* respectively have] not done, or knowingly omitted, or suffered or been party or privy to anything whereby the sd premises hereinbefore expressed to be hereby granted [and assigned respectively] or any part thereof are is or may be affected or incumbered in anywise whatsoever, or whereby he is [they respectively are] prevented from granting [and assigning] the same premises or any part thereof respectively in manner aforesd.

PRECEDENTS.

I.

APPOINTMENT *by the surviving* TENANT *for* LIFE *of a Settlement of* MONEY *in the funds of* NEW TRUSTEES *in the place of deceased or retiring trustees, the* CHANGES *of* INVESTMENT *and other dealings with the trust-funds not being fully recited (endorsed on the* SETTLEMENT). (*u*).

THIS INDRE, made, &c., BETWEEN A., of, &c., widow formerly B. within named 1. C. *retiring trustee* 2. D. *continuing trustee* 3. E. and F. *new trustees* 4. WHAS a marriage between the within-named K. and B. now A. was duly solemnised shortly after the execution of the within-written indre. AND WHAS the sd K. died on the —— day of ——: AND WHAS divers changes in the investment of and other dealings with the trust-funds comprised in or subject to the trusts of the within written indre have from time to time taken place, and portions thereof have been applied or disposed of for the advancement of children of the sd marriage, and otherwise pursuant to the trusts and powers of the sd Indre, and the trust funds now remaining subject to the subsisting trusts thereof, consist of the sum of £ ——, £3 per cent. Consolidated Bank Annuities, and £ —— New £3 per cent. Bank Annuities: AND WHAS the within named L., *deceased trustee,* died on the —— day of ——: AND WHAS the sd C. is desirous of being discharged from the trusts of the within written indre: AND WHAS the sd A. is desirous of appointing the sd E. and F. to be trustees of the same indre in the place of the sd L. and C.: AND WHAS the sd respective sums of Bank Annuities are intended forthwith to be

Recitals.

Marriage.

Death of husband.

Present state of trust-funds.

Death of trustee.

Desire to retire.

Desire to appoint.

Funds transferred.

(*u*) As to appointments of new trustees, see Davidson, Precedents, vol. iv., and Elphinstone, Introd. Conv., p. 408. And for the law on the subject, see Lewin on Trusts.

[have been] transferred by the sd C. and D. into the joint names of the sd D., E., and F., [as they the sd D., E., and F., do hereby admit]. NOW THIS INDRE WITNESSETH that in exercise &c., *appointment by A., of E. and F. as new trustees in place of L. and C.*, p. 89. AND THIS INDRE FURTHER WITNESSETH, *declaration of trust*, p. 89.

Appointment.

IN WITNESS, &c. (*x*).

II.

APPOINTMENT *by* SURVIVING TRUSTEE *with the consent of the* HUSBAND *and* WIFE *of a* NEW TRUSTEE *in the place of a* DECEASED TRUSTEE *of a settlement of* PERSONALTY *consisting of a* REVERSIONARY *interest in* STOCK, *and a sum secured by the* BOND, *and a* POLICY *on the life of the* HUSBAND, *there having been a prior endorsed appointment of a* NEW TRUSTEE. ASSIGNMENT *of the trust property by the* SURVIVING TRUSTEE *to* HIMSELF *and the* NEW TRUSTEE (*y*). (*Endorsed on the settlement.*)

Parties "the above-named" K., *the trustee appointed by the prior endorsed deed*, 1. "the within named A. and B. his wife formerly C. within named" 2. L., *new trustee*, 3. WHAS the within named H., *deceased trustee*, died on the —— day of ——: AND WHAS the sd K., with the consent of the sd A. and B., is desirous of appointing the sd L. to be a trustee of the within written Indre in the place of the sd H.: NOW THIS INDRE WITNESSETH that in exercise, &c., *appointment by K., with consent of A. and B., of L., as trustee in the place of H.*, p. 89: AND THIS INDRE ALSO WITNESSETH that for further effectuat-

Recitals.

Death of trustee.

Desire to appoint.

Appointment.

Assignment.

(*x*) As to the mode of executing the deed where special formalities are prescribed by the power, see 22 & 23 Vic., c. 35, s. 12.

(*y*) See 22 & 23 Vic., c. 35, s. 21.

ing the sd appointment [and in pursuance of the direction in that behalf in the within written indre contained] the sd K., with the consent and approbation (hereby testified) of the sd A. and B., doth hereby assign and transfer unto the sd K. and L., their exors, admors, and assigns: ALL THAT equal third part or other share or interest in reversion expectant on the decease of the within named X. by the within written indre and the above written indre, *the prior endorsed deed*, respectively expressed to be assigned of and in the within and above-mentioned sum of £ ——, &c., Bank Annuities, or the trust-funds which may be substituted for the same and the income thereof: AND ALSO all that the within and above-mentioned sum of £ ——, secured by the bond of the said A., and the interest due and to accrue due in respect thereof: AND ALSO all that the within and above mentioned policy of assurance on the life of the sd A., and the sum of £ ——, and other sums assured by or to become payable in respect thereof: AND ALL other (if any) the trust-funds and property whatsoever expressed to be assigned by the within and above-written indres respectively, or which are now vested in the sd K. upon the trusts of the within written indre: AND the benefit of all powers and remedies for receiving, recovering, and giving effectual receipts for the sd respective premises, and every of them and every part thereof (*z*): AND ALL the estate, right, title, and interest of the sd K. in and to the sd respective premises: TO HAVE HOLD AND RECEIVE all and singular the sd premises hereinbefore expressed to be hereby assigned unto the sd K. and L., their exors, admors, and assigns: AND THIS INDRE FURTHER WITNESSETH that it is hereby declared, *declaration of trust by K. and L., of*, "All and singular the sd premises hereinbefore expressed to be hereby as-

Of reversionary interest.

Sum secured by bond.

Policy of assurance.

Other trust-funds.

Habendum.

Declaration of trust.

(*z*) A power of attorney to use the name of the assignor of a chose in action may now be omitted, if express notice of the assignment is given to the debtor; see the Supreme Court of Judicature Act, 1873, 36 & 37 Vic., c. 66, s. 25, sub-s. 6. As to policies of assurance, see also the Policies of Assurance Act, 1867, 30 & 31 Vic., c. 144.

signed," p. 89. *Covenant by K. with L. against incumbrances,* p. 90.

In witness, &c. (*a*)

III.

APPOINTMENT (*by independent deed*) *of* New Trustees *of a* Settlement *in lieu of retiring and deceased trustees where the* Husband *and* Wife *are dead, and the trust* Funds *have been partly* Distributed, *and the remaining part consists of* Money *invested on* Mortgage, *which is transferred by a* Separate Deed (*b*), *the various* Dealings *with the funds, and two prior* Deeds *endorsed on the Settlement being shortly recited.*

Parties L. *continuing trustee* 1. K. *retiring trustee* 2. N. and Q. *new trustees* 3. Whas by an indre dated, &c., and expressed to be made between A., *husband,* of the first part, C., *wife,* then and therein described as B., spinster, of the second part, and E., G., and K., of the third part (being the settlement made on the marriage then intended, and which was shortly afterwards solemnized between the sd A. and C.) a sum of £ ——, &c., Bank Annuities therein mentioned to have been transferred into the names of the sd E., G., and K., was settled upon the trusts therein mentioned, being trusts for the sd A. and C. successively for life, with remainder to the children of the sd marriage as the sd A. and C., or the survivor of them, should appoint, and in default of such appointment for all such of the sd children as being sons should attain the age of 21 years, or being

Recitals. Marriage Settlement.

(*a*) Notice of the deed must be given to the trustees of the stock and to the insurance office, and having regard to the provisions of the Supreme Court of Judicature Act, 1873, s. 25, sub-s. 6, referred to above, p. 93, note, it may be as well to give notice to the bond debtor also, although he is a party to the deed.

(*b*) For form of transfer of mortgage to the new trustees, framed so as to keep notice of the trust off the title to the mortgaged estate, see Mortgages.

daughters should attain that age or marry, in equal shares as therein mentioned: And the indre now in recital contained the usual hotchpot clause and power for the advancement of the children of the marriage after the decease of the sd A. and C., or during the lifetime of them or the survivor of them with their, his, or her, consent in writing: And it was thereby declared, &c., *power for the appointment of new trustees on death or resignation vested in the husband and wife, or the survivor, and afterwards in the surviving or continuing including retiring trustees to be set out fully:* And whas on the —— day of —— the sum of £—— part of the sd sum of £—— Bank Annuities was (with the consent of the sd A. and C., testified by a deed poll under their respective hands and seals dated, &c., and endorsed on the sd indre of settlement) sold by the sd trustees (leaving the sum of £—— like Annuities remaining invested in their names) and the proceeds thereof were applied by them for the advancement of D., one of the children of the sd marriage: And whas the sd C. died on the —— day of ——, without having concurred with the sd A. in exercising the joint power of appointment by the sd settlement given to them as aforesd: And whas there were issue of the sd marriage three children and no more, viz., the sd D., who attained the age of 21 years on the —— day of——, S. now the wife of P., with whom she intermarried on the —— day of ——, and T., who is still an infant: And whas the sd E. died on the —— day of ——, and by an indre (endorsed on the sd settlement) dated, &c., and expressed to be made, &c., the sd L. was appointed by the sd A. to be a trustee of the sd settlement in the place of the sd E., and the sd sum of £—— Bank Annuities, was thereupon transferred into the names of the sd L., G., and K.: And whas by a Deed Poll under the hand and seal of the sd A., dated, &c., (and also endorsed on the sd settlement) the sd A., in exercise of the power in that behalf in the sd settlement contained appointed the sum of £——, part of the sd sum of £—— Bank Annuities to the sd S. and the sd A. thereby also

Part of funds applied for advancement of a son.

Death of wife.

Family.

Death of one trustee and appointment of new trustee.

Appointment of sum to daughter.

released to her his life interest in such appointed sum: And the balance of such sum, after paying or providing for the payment of the succession duty payable in respect thereof, was accordingly, with the consent of the sd S., transferred by the sd trustees to her husband, the sd P., leaving the sum of £ —— like Annuities remaining invested in their names upon the trusts aforesd: And whas the sd L., G., and K., with the consent of the sd A., sold out the sd last-mentioned sum on the —— day of ——, and invested the proceeds thereof in the purchase in their names of the sum of £ —— Bank Stock: And whas the sd A. died on the —— day of ——, without having exercised (save as aforesd) the power of appointment given by the sd settlement to the survivor of them the sd A. and C.: And whas upon the decease of the sd A. the sum of £ ——, part of the sd sum of £ —— Bank Stock, was sold out by the sd L., G., and K., and produced the sum of £ ——, and the sum of £ —— part thereof, making with the sum so advanced for the benefit of the sd D., as aforesd, which was brought by him into hotchpot, the amount of his share in the sd trust premises, was paid to him after deducting costs and the succession duty payable in respect thereof, and the sum of £ ——, further part of the sd sum of £ ——, making with the sum so appointed to the sd S., and paid to the sd P., her husband as aforesd, which was brought by them into hotchpot, the amount of the share of the sd S. in the sd trust premises, was, with her consent, paid to the sd P. after deducting costs and succession duty, and the remainder of the sd sum of £ ——, produced by the sd sale, was applied in payment of the succession duty payable in respect of the expectant share of the sd T. in the sd trust premises: And whas the sd G. died on the —— day of ——: And whas the sum of £ ——, the residue of the sd sum of £ —— Bank Stock, after such sale as aforesd, was, on the —— day of ——, sold by the sd L. and K., and the proceeds thereof amounting to £ ——, were invested by them upon a mortgage of certain freehold property, situate at, &c.: And whas the sd K. is desirous of

Change of investment.

Death of husband.

Payment of shares to children, except an infant.

Death of another trustee.

Investment of infant's share on a mortgage.

Desire to retire.

retiring from the trusts of the sd indre of settlement, and the sd L. and K. are desirous of appointing the sd N. and Q. to be trustees thereof in the place of the sd G. and K.: AND WHAS the sd sum of £ ——, and the security for the same are intended to be duly transferred by the sd L. and K. to the sd L., N., and Q., by an indre intended to bear even date with, and to be executed immediately after, and expressed to be made between the same parties as these presents: NOW THIS INDRE WITNESSETH, *appointment of N. and Q. to be trustees in the place of G. and K.*, p. 89: AND THIS INDRE FURTHER WITNESSETH, *declaration of trust*, p. 89, *of* "The sd mortgage debt of £—— and interest, and the securities for the same" *Covenant against incumbrances by K. and L. with N. and Q.*, p. 90.

Mortgage to be transferred by separate deed.

Appointment of new trustees.

Declaration of trust.

Covenant against incumbrances.

IN WITNESS, &c.

IV.

APPOINTMENT (*endorsed*) *by deed poll or writing not under seal under a power to appoint by deed or writing of a* NEW TRUSTEE *of a* SETTLEMENT *in place of a* DECEASED TRUSTEE, *where the trust* PROPERTY *is transferred by a separate instrument* (*short form*).

TO ALL TO WHOM THESE PRESENTS SHALL COME, C., of, &c., widow, formerly D. within named, *the tenant for life*, sends greeting. *Recite marriage, death of husband, state of funds, death of trustee, desire to appoint, and transfer or intended transfer of the stock or other property* (*by separate instrument*). NOW THESE PRESENTS WITNESS, &c., *appointment of new trustee in place of deceased trustee*, p. 89, *declaration of trust*, p. 89.

Recitals.

Appointment and declaration.

IN WITNESS, &c.

V.

APPOINTMENT (*endorsed*) *of a* NEW TRUSTEE *of a* DEED (*of even date with a Marriage Settlement*) *by which* FREEHOLDS *and* COPYHOLDS *were conveyed and covenanted to be surrendered to trustees in trust for* SALE, *with a* DECLARATION *of* TRUST *of the* PURCHASE-MONEY *by reference to the settlement.* CONVEYANCE *of the trust* PROPERTY. VARIATION, *where* PART *has been sold* (*c*).

Parties, "the within named F.," *surviving trustee,* 1; "the within named A.," *the husband,* 2; K., *new trustee,* 3.

Recitals. *Recital of the marriage*: AND WHAS the within mentioned copyhold or customary hereditaments and premises, were

Surrender. on the —— day of —— duly surrendered to the use of the within named F. and G. and their heirs, pursuant to the covenant in that behalf in the within written indre contained, and the sd F. and G. were on the same day duly admitted

Sale. thereto: [AND WHAS the within mentioned messuage and hereditaments, situate at ——, being part of the freehold premises in the within written indre comprised with the appurtenances, were on the —— day of —— sold by the sd F. and G., with the consent of the sd A. and C., *the wife,* and conveyed to the purchaser thereof, in execution of the

Present state of property. trusts of the sd indre]: AND WHAS [the residue of] the freehold and copyhold hereditaments in the within written indre comprised are still unsold. *Recite deaths of C. and G., and desire to appoint K. in the place of the latter.* NOW

Appointment of new trustee. THIS INDRE WITNESSETH *appointment by F. with consent of A. of K. to be a trustee in the place of G.,* p. 89,

Grant. AND THIS INDRE ALSO WITNESSETH that in pursuance of the direction in that behalf in the within written indre contained the sd F. with the consent of the sd A. doth hereby grant unto the sd K. and his heirs, ALL AND

(*c*) An appointment of a new trustee of the settlement will be executed concurrently. See next Precedent.

SINGULAR the freehold messuages, lands, tenements, hereditaments, and premises, situate in the respective parishes of —— and —— in the county of ——, in the within written indre comprised or expressed to be thereby granted [except such parts thereof as have been sold as hereinbefore recited], and all other, if any, the hereditaments of freehold tenure which are now by any means vested in the sd F., upon the trusts of the within written indre. *Short general words, and all estate clause, see* CONVEYANCES: TO HAVE AND TO HOLD the sd premises expressed to be hereby granted UNTO the sd K. and his heirs, TO THE USE of the sd F. and K., their heirs and assigns, nevertheless upon and for the trusts and purposes hereinafter declared. AND THIS INDRE ALSO WITNESSETH that, in pursuance of the direction in that behalf in the within written indre contained the sd F. with the consent of the sd A. doth hereby for himself, his heirs, exors, and admors, covenant with the sd K., his heirs and assigns, that he, the sd F., or his heirs, will forthwith at the cost of the trust estate well and effectually surrender or cause to be surrendered into the hands of the lord or lords, lady or ladies of the within mentioned manor of ——, according to the custom thereof, ALL AND SINGULAR the copyhold or customary messuages, lands, tenements, hereditaments, and premises in the within written indre comprised and thereby covenanted to be surrendered, or which are now by any means vested in the sd F. upon the trusts of the sd indre, *short general words*, TO THE USE of the sd F. and K., their heirs and assigns, according to the custom of the sd manor, and under and subject to the rents, fines, and services therefor due and of right accustomed, but upon and for the trusts and purposes hereinafter mentioned. *Declaration of trust*, p. 89, *of* "the sd freehold hereditaments and premises hereinbefore expressed to be hereby granted, and also the sd copyhold hereditaments and premises hereinbefore covenanted to be surrendered, when the same shall have been surrendered, and they, the sd F. and K., their heirs or assigns, shall have been admitted thereto,

Parcels.

Habendum.

To use of trustees.

Covenant to surrender copyholds.

Parcels.

To use of trustees.

Declaration of trust.

Covenant against incumbrances.

in pursuance of the aforesd covenant, and the rents and profits thereof." *Covenant by F. with K. against incumbrances*, p. 90.

In witness, &c.

VI.

APPOINTMENT (*endorsed*) *of a* New Trustee *of a* Settlement *of* Money *to be produced by the* Sale *of* Real Estate *conveyed by deed of even date with the Settlement in trust for sale with a* Declaration *of trust of the* Purchase-money *by reference to the Settlement.* Variations, *where* Part *of the property has been sold. To accompany the last precedent.*

Parties, "the within named F.," *surviving trustee*, 1; "the within named A.," *the husband*, 2; K., *new trustee*, 3.

Recitals.

Recitals of the marriage, surrender of the copyholds "comprised in the within recited indre of even date with the within written indre," *and admittance of F. and G., the original trustees.* [*Sale of part of freeholds,* "comprised in the

Investment of sale monies.

sd within recited indre," *as in last precedent*; And whas the net proceeds of the sd sale (after payment of costs), amounting to £——, were on the —— day of —— invested by the sd F. and G., in the purchase in their names of the sum of £——, &c., Bank Annuities, in execution of the

Present state of investment.

trusts of the within written indre: And whas the sd last-mentioned sum was in the year —— converted by Act of Parliament into the sum of £——, &c., Bank Annuities.] *Recitals of* [*residue of*] *freeholds and copyholds, being unsold and deaths of C., the wife, and G., the deceased trustee, see last precedent*:

Deed of even date appointing new trustees of conveyance.

And whas by an indre of even date with and expressed to be made between the same parties as these presents, and endorsed on the sd within recited indre, the sd K. has been duly appointed by the sd F., with the consent of the sd A., to be a trustee of the same indre in the

place of the sd G. And [the unsold parts of] the sd freehold and copyhold hereditaments and premises have been duly conveyed and covenanted to be surrendered respectively to the use of the sd F. and K., their heirs and assigns, upon the trusts of the sd within recited indre: AND WHAS the sd F. with the consent of the sd A. is desirous of appointing the sd K. to be a trustee of the within written indre, in the place of the sd G. [*Recital of intention to transfer stock*]. NOW THIS INDRE WITNESSETH, &c., *appointment in exercise of power in within written indre of K. to be a trustee thereof in the place of G.*, p. 89. *Declaration of trust of*, "[the sd sum of £——, &c., Bank Annuities, when the same shall have been transferred as aforesd, and] the monies to arise from the sale of [such parts of] the sd freehold and copyhold hereditaments [as are still unsold as aforesd] and the trust funds and property which may from time to time represent the same respectively, and the income thereof," *by reference to the within written indre*, p. 89.

Desire to appoint.

Appointment.

Declaration of trust.

IN WITNESS, &c.

VII.

APPOINTMENT (*endorsed*) *of a* NEW TRUSTEE *of a* STRICT SETTLEMENT *of* FREEHOLDS *and* COPYHOLDS, *the Trustees* (*as regards the* FREEHOLDS) *being only* GRANTEES *to* USES *and* DONEES *of powers, and the appointment being effected* WITHOUT *any* CONVEYANCE *of the freeholds.* VARIATIONS, *where estates to preserve* CONTINGENT REMAINDERS, *and* JOINTURE *and* PORTIONS *terms are also vested in the Trustees.*

Parties, "the within named" A., *tenant for life and donee of power of appointing new trustees*, 1. "the within named" F., *retiring trustee*, 2. "the within named" H. and K., *continuing trustees*, 3. L., *new trustee*, 4. *Recite marriage.*— *Surrender of copyholds to use of and admittance of trustees*

Recitals.

pursuant to settlement.—Desire of F. to retire.—Desire of A. to appoint new trustee. NOW THIS INDRE WITNESSETH, &c., *appointment by A. of L.*, " to be a trustee of the within written indre in the place of the sd F., for the several purposes for which the sd F. was appointed a trustee by the same indre," p. 89. [AND THIS INDRE FURTHER WITNESSETH that for further effectuating the sd appointment the sd F., H., and K., by the direction of the sd A. do hereby grant and convey unto the sd L. and his heirs, ALL AND SINGULAR the manors, &c., by the within written indre limited or settled unto or to the use of the sd F., H., and K. and their heirs, during the life [respective lives] therein mentioned or for any other use, estate, or interest of a freehold nature, TOGETHER WITH the rights, members, and appurtenances to the sd premises belonging, AND ALL the estate, right, title, and interest of a freehold nature of them the sd F., H., and K., in and to the same premises, TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd L. and his heirs, TO THE USE of the sd H., K., and L., and their heirs for all the estate or estates, interest or interests of a freehold nature, by the within written indre limited to the use of or vested in the sd F., H., and K. and their heirs, nevertheless upon the trusts, and with and subject to the powers, provisoes, and declarations hereinafter declared and contained concerning the same] : [AND THIS INDRE ALSO WITNESSETH that for further effectuating the sd appointment, the sd F., H., and K., by the direction of the sd A., do hereby assign and transfer unto the sd H., K., and L., their exors, admors, and assigns, ALL AND SINGULAR the manors, &c., by the within written indre, limited and settled to the use of them, the sd F., H., and K., their exors and admors, for the respective terms of years within mentioned, TOGETHER WITH all and every the rights, members, and appurtenances to the sd premises belonging, AND ALL the estate, right, title, and interest, of a leasehold or chattel nature of them the sd F., H., and K., in or to the sd pre-

Appointment.

Grant of estates to preserve contingent remainders.

Habendum

to trustees.

Assignment of jointure and portions terms.

mises, TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby assigned UNTO the sd H., K., and L., their exors, admors, and assigns, for all the terms of years, estates, and interests by the within written indre, limited to the use of the sd F., H., and K., their exors, admors, and assigns, nevertheless upon the trusts, *&c., as above.*] AND THIS INDRE ALSO WITNESSETH that for further effectuating the sd appointment each of them, the sd F., H., and K., so far only as relates to the acts of himself and his own heirs by the direction of the sd A., doth hereby for himself, his heirs, exors, and admors, covenant with the sd L., his heirs and assigns, that they, the sd F., H., and K., or their heirs, *covenant to surrender copyholds at expense of trust estate to the use of H., K., and L., and their heirs, see p.* 99, nevertheless upon the trusts, *&c., as above.—Declaration of trust of,* "the sd respective premises hereinbefore [granted, assigned, and] covenanted to be surrendered," p. 90.—*Covenant against incumbrances by F., H., and K., see* p. 90, *with L.,* "his heirs, exors, admors, and assigns respectively."

Habendum to trustees.

Covenant to surrender copyhold.

Declaration of trust.

Covenant against incumbrances.

IN WITNESS, &c.

VIII.

APPOINTMENT *of* NEW TRUSTEES (*the* NUMBER *being increased*) *of a* WILL *containing a general devise and bequest of Freehold, Copyhold, Leasehold, and Personal Estate in* TRUST *for* CONVERSION, *and a* DEVISE *of* TRUST *and* MORTGAGE *Estates.* CONVEYANCE *and* ASSIGNMENT *of the Trust* PROPERTY, PART *having been converted and the* PROCEEDS *invested in* STOCK. VARIATIONS, *where the* COPYHOLDS *are not devised to but directed to be sold by the Trustees.*

Parties, A., *continuing trustee,* 1; B., *retiring trustee,* 2; H. and K., *new trustees,* 3. WHAS X., late of, &c., deceased,

Recital of will.

duly made and executed his will, dated, &c., and thereby, after bequeathing certain legacies, and annuities of £—— to ——, and £—— to ——, respectively, devised and bequeathed all his freehold [copyhold] and leasehold estates, and all the residue of his personal estate unto and to the use of the sd A. and B., their heirs, exors, admors, and assigns respectively, upon the trusts thereinafter mentioned, and he thereby directed his sd trustees to sell, convert, and get in the same [and also all his, the sd testator's, copyhold estates] and to invest the proceeds thereof and otherwise as therein mentioned. And the sd testator thereby authorised the postponement of such sale and conversion. And he thereby devised unto the sd A. and B. and their heirs, all estates vested in him upon any trust or by way of mortgage, subject to the trusts and equity of redemption subsisting therein respectively: And the sd will contained a power, &c., *power to appoint new trustees and to increase the number, vested in the surviving or continuing trustee or trustees, including retiring trustees, to be recited fully*: And the sd testator appointed the sd A. and B. executors of his sd will: And whas the sd testator died on the —— day of —— without having revoked or altered his sd will, which was duly proved by the sd A. and B. in the Court of Probate on the —— day of ——: [And whas the sd A. and B. were on the —— day of —— duly admitted to all the copyhold hereditaments devised by the sd will]: And whas all the funeral and testamentary expenses, and debts of the sd testator, and the legacies bequeathed by his sd will have been fully paid and satisfied, and the sd annuity of £—— to the sd —— has ceased by his death, and all arrears thereof have been paid, and the sum of £——, &c., Bank Annuities has been appropriated and invested in the names of the sd A. and B. to answer the sd annuity of £—— bequeathed to the sd ——: And whas part of the sd testator's residuary personal estate has been got in and realised by the sd A. and B., and the clear proceeds thereof (after such payments and appropriations as aforesd) have been invested by them in the pur-

Death and probate.

Admittance.

Executorship wound up.

Present state of trust funds.

chase in their names of divers sums amounting together to the sum of £——, &c., Bank Annuities: AND WHAS the real and leasehold estates of the sd testator have not been sold pursuant to the trusts of his sd will, and consist of, &c., *short particulars referring, if convenient, to a schedule*: AND WHAS certain portions of the sd testator's personal estate are also still outstanding or unrealised, and consist of, &c., *short particulars referring, if convenient, to a schedule*: AND WHAS the sd B. is desirous of being discharged from the trusts of the sd will, and the sd A. and B. are desirous of appointing the sd H. to be a trustee thereof in the place of the sd B., and of appointing the sd K. to be an additional trustee of the sd will in pursuance of the power in that behalf therein contained. *Recital of intention to transfer stock*: NOW THIS INDRE WITNESSETH, &c., *appointment of* H. "to be a trustee of the sd will in the place of the sd B.," p. 89, *and of K.*, "to be a trustee thereof in addition to the sd A. and H., and to act jointly with them in the sd trusts": AND THIS INDRE ALSO WITNESSETH that for further effectuating the sd appointment and in pursuance of the direction in that behalf in the sd will contained, the sd A. and B. do hereby grant unto the sd H. and K. and their heirs, ALL THOSE the sd —— hereditaments and premises situate, &c., and all and singular other (if any) the freehold messuages, tenements, lands, tithes, and hereditaments whatsoever and wheresoever by the sd will devised to the use of the sd A. and B. and their heirs, or which are now by any means vested in the sd A. and B. upon the trusts thereof, TOGETHER WITH the rights, members, and appurtenances to the sd premises belonging, AND ALL the estate, &c., of the sd A. and B. respectively, in or to the sd premises, TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd H. and K. and their heirs, TO THE USE of the sd A., H., and K., their heirs and assigns, subject to the leases and tenancies affecting the sd respective premises. [*Covenant by A. and B., with H. and K. to surrender the copyholds to the use*

Real and leasehold estate not converted.

Personal estate still outstanding.

Desire to retire and appoint.

Appointment.

Grant of freeholds.

Parcels.

Habendum

to trustees.

Covenant to surrender copyholds.

of A., H., and K. and their heirs, to be inserted if the copyholds are devised by the will to the trustees, Precedent V.:]

Assignment of leaseholds,

AND THIS INDRE ALSO WITNESSETH that for further effectuating, &c., and in pursuance, &c., the sd A. and B. do hereby assign and transfer unto the sd A., H., and K., their exors, admors, and assigns, ALL THOSE the sd

Parcels.

—— and premises comprised in or expressed to be demised by the sd lease of the —— day of ——, and all and singular other the leasehold messuages, tenements, lands, and hereditaments by the sd will bequeathed to the sd A. and B., their exors, admors, and assigns, or which are now in anywise vested in them the sd A. and B., upon the trusts of the sd will, TOGETHER WITH the rights, members, and appurten-

and personalty.

ances to the same premises belonging, AND ALSO all and singular the personal estate and effects whatsoever and wheresoever thereby bequeathed to them, and now remaining unsold and undisposed of, or which are now in anywise vested in the sd A. and B., upon the trusts of the sd will, TOGETHER WITH the full benefit of all powers and remedies for getting in, recovering, and giving effectual receipts for the sd personal estate and premises and every part thereof,

Power of attorney.

and with full power for the sd A., H., and K., and the survivors and survivor of them, and the exors or admors of such survivor, their or his assigns, so far as may be necessary for the purposes aforesd to use the names of the sd A. and B., or the survivor of them or the exors or admors of such survivor (*d*),

Habendum to trustees.

AND ALL the estate, &c., TO HAVE, HOLD, AND RECEIVE the sd premises hereinbefore expressed to be hereby assigned UNTO the sd A., H., and K., their exors, admors, and assigns, as to the sd leasehold premises, for all the residue now to come of the term or terms, estates or interests for which the same respectively are held, and as to the sd other personal estate and effects absolutely: AND THIS INDRE ALSO WITNESSETH that the sd A. and B. do hereby grant unto the sd H. and K. and their heirs, ALL AND SINGULAR the

Grant of trust and mortgage estates.

(*d*) The power of attorney is here retained, as it might be impossible in this case to give notice to all the debtors of the testator. See note, p. 193.

freehold hereditaments which were vested in the sd testator upon any trust or by way of mortgage, (*e*) and which were by his sd will devised to the use of the sd A. and B. and their heirs, with the appurtenances to the same belonging, AND ALL the estate, &c., TO HAVE AND TO HOLD the sd premises lastly expressed to be hereby granted UNTO the sd H. and K. and their heirs, TO THE USE of the sd A., H., and K. and their heirs, subject to the equities affecting the same respectively. *Declaration of trust of the two sums of stock, and the property conveyed and assigned*, p. 90. *Covenant by A. and B. with H. and K. against incumbrances*, p. 90.

Declaration of trust.

Covenant against incumbrances.

IN WITNESS, &c.

IX.

APPOINTMENT *of* NEW TRUSTEES *of a* WILL *and Codicils, containing various specific and other devises and bequests to the trustees, one trustee having died, another having refused to act, and the third retiring, but only* TWO *being appointed in place of the* THREE.

Parties, A., *retiring trustee*, 1; H. and K., *new trustees*, 2. *Recite will, noticing all the devises and bequests to the trustees A., D., and F., and the appointment of them to be executors, and setting forth fully the power to appoint new trustees in the place of trustees dying, whether in the lifetime of the testator or afterwards, or refusing to act, or retiring, vested in the surviving, continuing, or retiring* (*f*) *trustee or*

Recitals.

(*e*) As to transferring trust and mortgage estates, see Davidson's Prec., Vol. iv., 2nd ed., p. 617, note.

(*f*) If the power were not exercisable by a retiring trustee, two deeds would in this case be necessary, namely, 1. An appointment by A. (as a continuing trustee) of a new trustee in the place of the disclaiming trustee; and 2. An appointment by the newly-appointed trustee of a new trustee in place of A. retiring.

trustees, with power to increase or reduce the number. Codicils. Death of testator. AND WHAS the sd F., one of the trustees appointed by the sd will died in the lifetime of the sd testator, namely on the —— day of ——: AND WHAS the sd will and codicils were duly proved by the sd A. alone, in the Court of Probate, on the —— day of ——: AND WHAS the sd D. renounced probate of the sd will and codicils, and never acted in the administration of the estate of the sd testator or the execution of the trusts of the sd will and codicils, and declined to accept such trusts [and by deed poll under his hand and seal, dated, &c., disclaimed the sd trusts, and all the estates and property, real and personal, by the sd will and codicils devised and bequeathed as aforesd]. [*Recitals showing that exorship has been wound up, see last Precedent*:] AND WHAS the sd A. is desirous of retiring from the trusteeship of the sd will and codicils, and of appointing the sd H. and K. to be trustees of the sd will and codicils in the place of himself and the sd D., but it is not intended at present to supply the place of the sd F. as a trustee of the sd will and codicils. (*g*) NOW THIS INDRE WITNESSETH, &c., *appointment by A. of H. and K. to be trustees in the place of A. and D.*, p. 89. AND THIS INDRE ALSO WITNESSETH that, for effectuating the sd appointment and in pursuance of the direction in that behalf in the sd will contained the sd A. doth hereby grant unto the sd H. and K., their heirs, &c., *conveyance of freeholds to use of H. and K. Assignment by A. to H. and K. of leaseholds and personalty. Conveyance of trust and mortgage estates (if any) to H. and K.*, (*h*) *and declaration of trust of the property conveyed and assigned as in last Precedent, adding a reference to the codicils. Covenant by A. with H. and K. against incumbrances.*

IN WITNESS, &c.

Death of one trustee in testator's lifetime.

Probate.

Another trustee having renounced.

Desire to retire and appoint.

Appointment.

Conveyance of freeholds.

(*g*) The proper course is to appoint one trustee in place of one, leaving the other vacancy expressly unfilled, in order that it may be filled up hereafter, if desired.

(*h*) See note (*c*) to last Precedent.

X.

APPOINTMENT *of* NEW TRUSTEES *of a Settlement or Will under the* STATUTORY POWER. (*i*)

Parties. Recitals of settlement or will, including the direction, if any, as to the persons by whom the statutory power of appointing new trustees is to be exercised and other recitals as in the preceding forms. NOW THIS INDRE WITNESSETH that, for effectuating the sd desire, the sd A., in exercise of the power for that purpose vested in him by the Act 23 & 24 Vic. c. 145, intituled, &c., p. 89, *or*, "by the joint operation of the Act, &c., and the hereinbefore recited settlement," *or*, "will," and of every or any other power enabling him in that behalf, doth hereby appoint, &c., *remainder of appointment as in preceding forms. Conveyance or assignment of trust property*, "pursuant to the direction in that behalf in the sd Act of Parliament contained." *Declaration of trust. Covenant against incumbrances by retiring and continuing trustees, as to property conveyed or assigned.*

Appointment.

IN WITNESS, &c.

XI.

APPOINTMENT (*endorsed*) *of a* NEW TRUSTEE *in place of a retiring Trustee of a Trust Deed of* REAL *and* PERSONAL *estate, containing general* POWERS *of* SALE, LEASING, *and* MANAGEMENT, *&c., where part of the property is or may be* ABROAD, *and the property is conveyed and assigned to a* PROVISIONAL TRUSTEE *upon trust to reconvey and reassign to the continuing and new Trustees.* (*k*)

Parties, A. and B., *present trustees*, 1; C., *new trustee*, 2; D., *provisional trustee*, 3. WHAS the trusts of the within

(*i*) See the Act 23 & 24 Vict. c. 145, ss. 27, 28.

(*k*) See the next Precedent. The machinery of two deeds is here employed, as it might be doubtful whether, as to the property abroad, the continuing trustee could convey and assign to himself.

Recitals. Trusts unexecuted. Desire of trustee to retire, &c. Appointment. Conveyance and assignment to provisional trustee. Power of attorney to use name of retiring trustee.

written indre have not yet been fully executed. AND WHAS the sd A. is desirous of retiring from the trusts of the sd indre, and he and the sd B. have determined to appoint the sd C. to be a trustee thereof in the place of the sd A. NOW THIS INDRE WITNESSETH, &c., *appointment by A. and B. of C., to be a trustee in the place of A.*, p. 89. AND THIS INDRE FURTHER WITNESSETH that for further effectuating the sd appointment and in pursuance of the directions in the within written indre contained, and in consideration of the premises, the sd A. and B. do and each of them doth hereby grant, convey, and assign unto the sd D., his heirs, exors, admors, and assigns respectively (according to the nature and quality of the property) ALL AND SINGULAR the property, estate, and effects whatsoever, whether real or personal, or moveable or immoveable, in possession, reversion, remainder, or expectancy, or in action, and whether in England or abroad, which are now under or by virtue of the within written indre or otherwise howsoever vested in the sd A. and B. or either of them, for any estate or interest whatsoever, and whether at law or in equity, upon the trusts of the sd indre, with the rights, members, and appurtenances of the sd premises, AND ALL the estate, &c., TOGETHER WITH full power and authority to the sd D., his heirs, exors, admors, and assigns, and the trustees and trustee from time to time of the sd indre, to use the name or names of the sd A., his heirs, exors, or admors, and to exercise and enforce all lawful or available powers and remedies for the purpose of demanding, suing for, recovering, receiving, and obtaining possession of and giving effectual discharges for the sd respective premises comprised in the conveyance or assignment expressed to be hereby made and every or any part thereof, and to execute and do all such instruments, acts, and things, whether before a notary public or other public officer or otherwise, as may be necessary or proper for perfecting and completing these presents, or effectually vesting the sd respective premises hereinbefore expressed to be hereby

conveyed and assigned in the sd D., his heirs, exors, admors, or assigns, or other the trustees or trustee from time to time of the sd indre, and for any such purposes as aforesd, to appoint a substitute or substitutes at pleasure, TO HAVE, HOLD, AND RECEIVE the sd real and personal estate and premises hereinbefore expressed to be hereby conveyed and assigned respectively UNTO AND TO THE USE of the sd D., his heirs, exors, admors, and assigns respectively UPON TRUST and to the intent that the sd D., his heirs, exors, or admors respectively shall forthwith by another indre already prepared and engrossed and endorsed on the within written indre, and intended to bear even date with and to be executed immediately after these presents and expressed to be made between the sd D. of the one part, and the sd B. and C. of the other part, convey and assign the sd premises hereinbefore expressed to be hereby conveyed and assigned unto and to the use of the sd B. and C., their heirs, exors, admors, and assigns respectively, to be held by them upon and for the trusts and purposes applicable to the same premises respectively, under or by virtue of the within written indre. *Covenant by A. and B. with D. against incumbrances*, p. 90.

Habendum to provisional trustee.

Upon trust to reconvey and reassign.

IN WITNESS, &c.

XII.

RECONVEYANCE *and Reassignment by the* PROVISIONAL TRUSTEE *in the last Precedent* (*also endorsed on the Trust Deed*).

Parties, D., *provisional trustee*, 1; B. and C., *continuing and new trustees*, 2. WITNESSETH that in pursuance and execution of the trust or direction in that behalf in the above written indre contained, the sd D. doth hereby grant, convey, and assign, unto the said B. and C., their heirs, exors, admors, and assigns respectively, according to the

Reconveyance and reassignment.

nature and quality of the property, ALL AND SINGULAR the property, &c., *as in last Precedent*, expressed to be conveyed or assigned to the sd D., his heirs, exors, admors, and assigns, by the above written indre, with the rights, members, and appurtenances, of the sd premises, AND ALL the estate, &c., TO HAVE, HOLD, AND RECEIVE the sd real and personal estate and premises hereinbefore expressed to be hereby conveyed and assigned respectively UNTO AND TO THE USE of the sd B. and C., their heirs, exors, admors, and assigns respectively, to be held by them upon and for the trusts and purposes applicable to the same respectively, under or by virtue of the within written indre.

Habendum to trustees.

IN WITNESS, &c.

APPRENTICESHIP.

I.

INDENTURE *of* APPRENTICESHIP.

THIS INDRE made, &c., BETWEEN A., of, &c., *master*, of the first part; B., *apprentice*, son of C., of, &c., of the second part; and the sd C., of the third part, WITNESSETH, that in consideration of the sum of £—— now paid by the sd C. to the sd A., the receipt whereof is hereby acknowledged, and in consideration also of the service of the sd B., to be done or performed to or for the sd A., and of the covenants and agreements hereinafter entered into by the sd C. and B., he, the sd A., at the request of the sd C., and with the consent of the sd B., testified by his executing these presents, doth hereby for himself, his heirs, exors, and admors, covenant and agree with the sd C., and also with the sd B. in manner following, that is to say, that he, the sd A., will take and receive the sd B. as his apprentice from the day of the date of these presents for the term of —— years, and also will, during the sd term, to the best of his power, knowledge, and ability, instruct the sd B. in the trade or business of ——, and in all things incident or relating thereto, in such manner as he the sd A. doth now or shall hereafter during the sd term use or practise the same, [AND WILL during the sd term find and provide the sd B. with good and sufficient board and lodging in the house of the sd A., *or*, "AND WILL pay to the sd B. during the sd term or until the sooner determination of the sd apprentice-

Parties.

Covenant by master

to receive apprentice,

instruct,

to provide board and lodging.

ship, the respective sums following, in lieu of providing him with board and lodging (that is to say), the sum of £—— for the first year of the sd term, the sum of £—— for the second year thereof, &c., payable [quarterly] on the —— day of ——, &c., with a proportionate part thereof up to the day on which the sd apprenticeship shall terminate "], AND FURTHER that the sd A., his exors or admors shall not require the sd B. to attend to the business or affairs of the sd A., his exors or admors, for a longer period than —— hours in each day, unless the sd B. shall unavoidably be longer engaged by an extreme and unusual pressure of business: AND IN CONSIDERATION of the covenants and agreements hereinbefore contained on the part of the sd A., the sd C., doth hereby place and bind the sd B., and the sd B. with the consent of the sd C. doth hereby place and bind himself with and to the sd A. during the term aforesd, during all which time the sd B. shall faithfully, honestly, and diligently serve him the sd A., and obey and perform all his lawful and reasonable commands and requirements, and shall not do any damage or injury to the sd A., or knowingly suffer the same to be done without acquainting him therewith, but shall in all things conduct and acquit himself as an honest and faithful apprentice ought to do: AND FOR the considerations aforesd the sd C. doth hereby for himself, his heirs, exors, and admors, covenant and agree with the sd A., his exors and admors, that the sd B. shall faithfully, honestly, and diligently serve the sd A. as his apprentice during the term aforesd: AND ALSO that he, the sd C., his exors or admors will at his or their own expense, find and provide the sd B. with good and sufficient [board, lodging,] clothing, washing, pocket-money, medicine and medical attendance, and all other necessaries [except as aforesd] during the sd term: [PROVIDED ALWAYS and it is hereby agreed that in case the sd B. shall die within —— calendar months from the day of the date hereof, the sd A., his exors or admors, shall repay to the sd C., his exors or admors, the sum of £——, part of the sd premium or sum

or payment of allowance in lieu thereof.

Business hours.

Apprentice bound.

Covenant by father

that son shall serve,

to provide necessaries.

Proviso in case of son's death.

of £—— so paid to the sd A. as aforesd, and in case such death shall happen after such —— calendar months, but within —— years from the date hereof, then the sd A. shall repay the sum of £——, part of the sd premium] : [PROVIDED ALSO, and it is hereby further agreed, that in case the sd A. shall die before the expiration of the sd apprenticeship, then the exors or admors of him the sd A. shall as soon as may be after his decease find and provide for the sd B. another proper and suitable master following the trade or business of ——, and at their own cost assign over and bind the sd B. to such new master for such residue as shall be then unexpired of the term of his sd apprenticeship upon the same terms or upon terms equally advantageous to the sd B. as are contained in these presents, and in default thereof shall pay to the sd C., his exors, admors, or assigns, the sum of £—— for every year and a proportionate sum for any fraction of a year of the sd term of —— years which shall at the decease of the sd A. be unexpired] : [PROVIDED ALSO, and it is hereby further agreed, that the sd A. shall permit the sd B., if he shall require the same in writing, to leave the service of him the sd A., his exors and admors, at the expiration of the first —— years, or at any time thereafter, and to employ the remainder of the sd term for his own use and benefit without any interference or claim on the part of the sd A., his exors or admors, in or for any gains or earnings thereafter made by the sd B. in the aforesd trade or business or otherwise] : [PROVIDED ALSO, and it is hereby further agreed, that in case the sd B. shall at any time during the sd term be wilfully disobedient to the lawful and reasonable commands of the sd A., or shall otherwise grossly misconduct himself, it shall be lawful for the sd A. to discharge the sd B. from his service, provided that in such case he shall repay to the sd C., his exors, or admors the sum of £—— for every year and a proportionate sum for any fraction of a year of the sd term of —— years which shall be then unexpired].

Proviso in case of master's death.

Power for son to leave service after — years.

Dismissal on misconduct.

IN WITNESS, &c.

II.

ARTICLES *of* CLERKSHIP *to a* SOLICITOR. *The* CLERK *being* OF AGE. VARIATION *where he is* UNDER AGE *and his* FATHER *joins.*

Parties. ARTICLES OF AGREEMENT made this —— day of ——, BETWEEN [A., of, &c., *father of the clerk,* of the first part], Recital. B., of, &c., *clerk,* of the one [second] part, and C., of, &c., *solicitor,* of the other [third] part: WHAS the sd B. [A.] has applied to the sd C. to accept [his son] the sd B. as an articled clerk, which the sd C. has agreed to do in manner Clerk articled. and on the terms hereinafter appearing: NOW THESE PRESENTS WITNESS that, in pursuance of the sd arrangement the sd B. [of his own free will and with the assent of his father, the sd A.] doth hereby put, place, and bind himself clerk to the sd C., to serve him from the day of the date hereof for the term of five years: AND THE sd B. Covenant for service. [A.] doth hereby for himself, his heirs, exors, and admors, [and also on behalf of his sd son B.] covenant with the sd C., his exors, admors, and assigns, in manner following, that is to say, that he the sd B. shall and will faithfully and diligently serve the sd C. as his clerk in the profession of a solicitor of the Supreme Court, from the day of the date hereof, during the sd term of five years, and that he the sd B. shall not at any time during the sd term of five years, cancel, Not to injure property. injure, obliterate, destroy, spoil, waste, embezzle, spend, or make away with any of the books, papers, writings, moneys, stamps, or other property of the sd C. or of the firm in which he is or may for the time being be a partner, or of any partner therein, or of any of his or their clients or employers which shall be deposited in his or their hands, or entrusted to the care, custody, or possession of him or them Make good any loss. or of the sd B., AND THAT in case he, the sd B., shall act contrary to the covenant lastly hereinbefore contained, or if the sd C., his exors, admors, or assigns, or his firm for the time being, or any partner therein for the time being, shall

sustain or suffer any loss, damage, or prejudice, by the misbehaviour, neglect, or improper conduct of the sd B., he the sd B. [A.], his exors or admors, shall make good and reimburse such loss to the sd C., his exors, admors, or assigns, or such firm or partner as aforesd, as the case may be, or refund the amount or value thereof: AND FURTHER, that he, the sd B., shall and will from time to time and at all times during the sd term of five years, keep the secrets of the sd C., and of such firm as aforesd, and of every partner therein, and of his or their business, and readily and cheerfully obey and execute his or their lawful and reasonable commands, and shall not desert or absent himself from the service or employment of the sd C. at any time during the sd term without his consent or that of some member of the firm of which he may for the time being be a member, first obtained, and shall, from time to time, and at all times during the sd term, conduct himself with all due diligence, honesty, sobriety, and temperance, and that he the sd B. will truly and honestly serve him the sd C. at all times during the sd term as a faithful clerk ought to do in all things whatsoever in the manner above specified: IN CONSIDERATION whereof and of the sum of £—— by the sd B. [A.] to the sd C. now paid (the receipt whereof the sd C. doth hereby acknowledge), he, the sd C., doth hereby for himself, his heirs, exors, and admors, covenant with the sd B. [A.], his exors and admors, in manner following, that is to say, that he, the sd C., will accept the sd B. as his clerk, and also will teach and instruct, or cause to be taught and instructed, the sd B. in the practice or profession of a solicitor of the Supreme Court which he, the sd C., now doth or shall at any time hereafter during the sd term use or practise, and also will at the expiration of the sd term use his best means and endeavours at the request, costs, and charges of the sd B., to cause and procure him, the sd B., to be admitted and sworn a solicitor of the Supreme Court, provided that he, the sd B., shall have well and faithfully served his sd intended clerkship, and shall have successfully

Keep secrets.

Obey orders.

Not absent himself.

Covenant by solicitor

to accept clerk,

teach,

cause clerk to be admitted.

passed all such examinations as articled clerks are by law or custom bound to do before being admitted to practise as solicitors. [AND FURTHER that he, the sd C., will not within the sd term of five years, assign the sd B. to any other solicitor without the knowledge and approbation of the sd A., his exors or admors, or the direction of some division or judge of the Supreme Court: AND ALSO that in case he, the sd C., shall retire from practice or die before the expiration of the sd term of five years, the sd C., his exors or admors, shall within one month after his retirement or death pay or cause to be paid to such person or persons as shall agree to accept the sd B. as his or their clerk for the residue of the sd term, the sums of money following, that is to say, in case the sd C. shall retire or die before the expiration of the first year of the sd term, the sum of £——, and in case the sd C. shall retire or die after the first year and before the expiration of the second year, &c.]

Not to assign clerk.

Proviso for death of solicitor.

IN WITNESS, &c.

III.

ASSIGNMENT *of* INDENTURE *of* APPRENTICESHIP *by the* MASTER *or his Executor.*

THIS INDRE, made, &c., BETWEEN A., *old master or his exor*, of the first part; B., *apprentice*, of the second part; C., *father*, of the third part; and D., *new master*, of the fourth part: WHAS by an indre of apprenticeship, dated, &c., and expressed to be made, &c., the sd B. was bound apprentice to the sd, *old master*, for the term of —— years, to be instructed in the trade or business of ——, upon the terms and conditions therein expressed. [*Death of old master, will appointing exor, and probate*]: AND WHAS the sd B. has served two years of his sd apprenticeship with the sd, *old master*, and it has been agreed between the sd parties hereto that he shall be assigned over to the sd D. for the residue of the sd term of —— years. NOW THIS INDRE WITNESSETH that, in pursuance of the sd agreement,

Parties.

Recital of apprenticeship.

Assignment

the sd A., with the consent of the sd B., at the request (hereby testified) of the sd C., doth hereby assign and transfer unto the sd D., his exors, admors, and assigns, THE SD indre of apprenticeship, and all the benefit and advantage thereof, and all the right and interest of the sd A. to and in the sd indre, and the service of the sd B. thereunder: TO HAVE AND TO HOLD the sd indre of apprenticeship and premises expressed to be hereby assigned UNTO the sd D., his exors, admors, and assigns, for all the residue now unexpired of the sd term of —— years, in as ample and beneficial a manner as the sd, *old master*, [if living] could or ought to have had or enjoyed the same: AND THE sd D. doth hereby for himself, his heirs, exors, and admors, covenant with the sd C., his exors and admors, and also with the sd A, his exors and admors, in manner following, that is to say, that he, the sd D., will during the residue now to come of the sd term of —— years to the best of his power, knowledge, and ability, instruct the sd B. in the sd trade or business of ——, and in all things incident or relating thereto in such manner as the sd D. doth now or shall hereafter during the residue of the sd term use or practise the same, and will perform and observe all and every the covenants and agreements in the sd indre of apprenticeship contained on the part of the sd, *old master*, so far as the same remain to be performed and observed, and will keep indemnified the sd A., his exors and admors, from the same and every of them: AND THE sd C. doth hereby for himself, his heirs, exors, and admors, covenant with the sd D., his exors and admors, that the sd B. shall faithfully, honestly, and diligently serve the sd D. as his apprentice during all the residue of the sd term, according to the true intent and meaning of the sd indre of apprenticeship, and that he the sd C., his exors and admors, will perform and observe all and every the covenants and agreements on his part contained in the sd indre so far as the same remain to be performed and observed in ike manner as if the same were herein repeated.

of apprenticeship

to new master.

Covenant by new master

to instruct,

perform old master's covenants.

Covenant by father for son's service,

perform old covenants.

IN WITNESS, &c.

IV.

ASSIGNMENT *of* ARTICLES *of* CLERKSHIP *by a* SOLICITOR.

Parties A., *old master*, 1. B., *clerk*, "[son of C., of, &c.]," 2. [C. 3]. (*a*). D. *new master*, 3 [4]. WHAS by articles of clerkship, dated, &c., the sd B. [of his own free will, and with the assent of the sd C.], did bind himself clerk to the sd A., to serve him from the day of the date thereof, for the term of five years, thence next ensuing, and subject to the covenants and conditions therein contained: AND WHAS the sd B. has served the sd A. under the recited articles of clerkship from the day of the date thereof up to the date of these presents. AND WHAS it has been agreed that the sd A. should assign unto the sd D. all benefit and advantage of him, the sd A., under or by virtue of the sd recited articles, for all the residue of the sd term of five years, and it has been further agreed that the sd B. should bind himself clerk to the sd D. from the day of the date of these presents for the remainder of the sd term: NOW THIS INDRE WITNESSETH that, in pursuance of the sd agreement, he, the sd A., at the request, and with the consent of the sd B. [and C.], testified by his [their respectively] being a party [parties] hereto, doth hereby assign, transfer, and set over unto the sd D., his exors, admors, and assigns, ALL BENEFIT, advantage, claim, and demand whatsoever of him, the sd A., under the sd recited articles and the service of him, the sd. B., under or by virtue of the same, and all right and interest whatsoever of him, the sd A., under or by virtue of the same, to have and to hold the sd service and premises UNTO the sd D., his exors, admors, and assigns: AND THIS INDRE FURTHER WITNESSETH that the sd B. doth hereby bind himself clerk

Recital of articles.

Service.

Agreement to assign.

Assignment.

Clerk binds himself.

(*a*) Where, at the date of the articles, the clerk was a minor, but at the date of the assignment is of age, the usual practice is for the father to be or not to be a party to the assignment, according as the assignment is for the convenience of the clerk or the solicitor.

to the sd D. to serve him from the day of the date of these presents during the remainder of the sd term. *Separate covenants by B.* [*and C.*] *with D., that B. shall serve D. faithfully,* "from the day of the date hereof during the remainder of the sd term," *and other covenants as in Precedent* II.: [AND THE sd B. [and C. do, and each of them] doth hereby release, discharge, and quit claim unto the sd A., his heirs, exors, and admors, all claim or demand which he, [they, or either of them, have or] has against the sd A., under or in respect of the sd recited Articles of Clerkship.] Release.

IN WITNESS, &c.

V.

AGREEMENT *enabling an* APPRENTICE *to transfer or determine his* APPRENTICESHIP.

ARTICLES OF AGREEMENT made, &c., BETWEEN A., of, &c., *master,* of the one part, and B., of, &c., *apprentice,* of the other part: WHAS by an indre, bearing date, &c., the sd B. bound himself apprentice to the sd A., to learn his business of ——, from the day of the date thereof for the term of seven years: AND WHAS it has been agreed between the sd parties hereto that the sd B. shall have power to require an assignment, or to determine the sd service and apprenticeship as hereinafter mentioned: NOW THESE PRESENTS WITNESS that, in pursuance of the sd agreement, it is hereby declared and agreed, and particularly the sd A. doth hereby for himself, his heirs, exors, and admors, covenant with the sd B. in manner following (that is to say) that in case he, the sd B., shall at any time hereafter, during the sd term of seven years, be desirous of serving the remainder of the sd term, or of learning the sd business of ——, with some person other than the sd A., who shall be a resident in England, and shall give notice in writing of such his de- Parties. Recital of apprenticeship. Agreement to give power. Covenant by master on notice

sire to the sd A., then the sd A. shall and will on the receipt
to assign, of such notice at the cost of the sd B., assign, transfer, and set over unto such person being a resident in England, as the sd B. shall, by any such notice as aforesd, nominate or appoint for that purpose, all the residue which shall be then to come of the sd term of seven years, and all right and title to the service of the sd B., during such residue of the
to determine. same term: And also that in case the sd B. shall at any time hereafter during the sd term of seven years be desirous of determining the service or apprenticeship in the sd recited indre mentioned, or thereby contracted to be performed, and give notice in writing of such desire as last aforesd to the sd A., then and in that case immediately after any such notice as last aforesd shall have been given, the sd indre of, &c., and the apprenticeship and service thereby contracted, or agreed to be served and performed, and every covenant, agreement, and thing, therein expressed or contained, shall cease and become void to all intents and purposes whatsoever.

In witness, &c.

ARBITRATION.

CLAUSES *for referring* FUTURE DISPUTES *to* ARBITRATION, *to be used in a* DEED *or Instrument not under seal.* (*a*).

For reference to two arbitrators and an umpire to be appointed by them.

1. AND IT IS HEREBY DECLARED that if at any time hereafter any dispute, doubt, or question shall arise between the sd parties hereto, or their respective [heirs], exors, or admors, or between either of them and the [heirs], exors, or admors, of the other of them, touching the construction, meaning, or effect of these presents, or any clause or thing herein contained, or the rights or liabilities of the sd parties or their respective [heirs] exors, or admors, under these presents, or otherwise howsoever in relation to the premises, then every such dispute, doubt, or question, shall be referred to the arbitration of two indifferent persons, one to be appointed by each party, and in case such arbitrators shall not agree, then to an umpire to be appointed by them in writing [before entering on the business of such reference]: AND IF either party shall refuse or neglect to appoint an arbitrator within twenty-one days after the other party shall have appointed an arbitrator on his part, and shall have

One arbitrator to proceed if second not appointed.

(*a*) As to the law on this subject see Russell on Arbitration. The proceedings consequent on a reference by consent where no action or suit is pending do not appear to be affected by the Supreme Court of Judicature Acts, 1873 and 1875; see Wilson on the Acts, p. 262. With respect to the proceedings, &c., on voluntary references, see 9 Will. 3, c. 15; 3 & 4 Will. IV., c. 42, ss. 39—41; the Common Law Procedure Act, 1854, 17 & 18 Vic., c. 125, ss. 11 to 17; and 14 and 15 Vic., c. 99, s. 16.

served a written notice upon him requiring him to make such appointment, then the arbitrator appointed as aforesd shall, at the request of the party appointing him, proceed to hear and determine the matters in difference as if he were an arbitrator appointed by both parties for that purpose:

Award to be final.

AND IT IS HEREBY FURTHER AGREED that the award or determination which shall be made by the sd arbitrators, arbitrator, or umpire, shall be final and binding upon the sd parties hereto respectively, and their respective [heirs], exors, and admors, so as such arbitrators, or arbitrator, shall make their or his award in writing within *forty* days next after the reference to them or him, or on or before any later day to which the sd arbitrators, or arbitrator, by any writing signed by them or him, shall enlarge the time for making their or his award, and so as such umpire shall make his award or determination in writing within *twenty* days next after the original or extended time appointed for making the award of the sd arbitrators shall have expired, or on or before any later day to which the umpire shall, by any writing signed by him, enlarge the time for making his award:

No legal proceedings to be taken.

AND ALSO that no action or legal proceedings shall be commenced or prosecuted by either of the sd parties hereto, his [heirs], exors, or admors, against the other of them his [heirs], exors, or admors, touching any of the sd matters in difference unless the party to be made defendant to such action or proceedings shall have refused, or neglected, to refer such matters to arbitration, pursuant to the provision hereinbefore contained, or unless the time limited for making such award as aforesd shall have expired without any such award being made:

Parties to be examined.

AND ALSO that the respective parties to such reference, and all persons claiming through them respectively, shall submit to be examined by the sd arbitrators, arbitrator, or umpire, upon oath or affirmation in relation to the matters in dispute, and shall produce before the arbitrators, arbitrator, or umpire, all books, deeds, papers, accounts, writings, and documents within the possession or power of the sd respective parties which may be required or

called for, and do all other things which during the proceedings on the sd reference the sd arbitrators, arbitrator, or umpire, may require: AND THAT the witnesses on the reference shall, if the arbitrators, arbitrator, or umpire, shall think fit, be examined on oath or affirmation: AND THAT the costs of the reference and award shall be in the discretion of the arbitrators, arbitrator, or umpire, who may direct to and by whom and in what manner the same or any part thereof shall be paid, and with power to tax or settle the amount of costs to be so paid or any part thereof, and to award costs to be paid as between solicitor and client. [AND THAT if either party shall revoke or attempt to revoke the authority of the arbitrators, or either of them, or of the umpire, or of any such sole arbitrator as aforesd, such party shall pay to the other party £—— as liquidated damages, and the arbitrators, arbitrator, or umpire shall, if requested, proceed to hear and determine the matters in dispute, notwithstanding such revocation or attempted revocation, *or if it is intended to render the submission irrevocable, in lieu of this provision say*, "AND THAT the submission of the sd parties to the award of the sd arbitrators or arbitrator or umpire may, at the instance of either party, and without any notice to the other of them, be made (*b*) a rule or order of the —— Division [any Division] of the High Court of Justice"].

Costs.

Penalty for revocation.

Power to make submission a rule of Court.

II. AND IT IS HEREBY AGREED that if at any time hereafter any dispute, doubt, or question shall arise, &c., [as in No. 1], then every such dispute, doubt, or question, shall be referred to the arbitration of two indifferent persons, one to be appointed by each party, or an umpire to be appointed by the arbitrators in writing before commencing the business of the reference, and the decision or award of the sd arbitrators or umpire shall be final and binding on both the sd parties hereto, their respective [heirs] exors, admors,

For reference to two arbitrators and an umpire to be appointed by them. Short form (in reliance on the Common Law Procedure Act 1854.)

(*b*) To enable this to be done the appointment of the arbitrators must be in writing; *Newton* v. *Hetherington*, 19 C. B., N. S., 342. *Ex. p. Glaysher*, 3 H. & C. 442; and see note to clause 4, post.

or assigns, and no action or legal proceedings shall be commenced or prosecuted by either of the sd parties, his [heirs], exors, or admors, against the other of them, his [heirs], exors, or admors, touching any such dispute, doubt, or question as aforesd. And these presents shall be deemed to be a submission to arbitration within the Common Law Procedure Act, 1854, or any statutory modification or re-enactment thereof for the time being in force. *Add provision as to costs as at* p. 125, *and if the submission is to be irrevocable, add the provision at the end of the last clause.*

For reference to two arbitrators to be appointed by the parties, and a third arbitrator to be appointed by the two first appointed.

III. AND IT IS HEREBY AGREED that any and every dispute, doubt, or difference which may at any time arise between, &c., *as at* p. 123, shall be referred to the arbitration of three indifferent persons, of whom one shall be appointed by each party to the reference, and the third shall be appointed in writing by the two arbitrators who shall have been appointed by the parties as aforesd, before commencing the business of the reference. *Remainder of Clause as in Form* I. *or* II., *substituting for the words,* "arbitrators, arbitrator, or umpire," *the words,* "arbitrators or arbitrator."

For reference to named arbitrator.

IV. AND IT IS HEREBY AGREED that any and every dispute, doubt, or difference which may at any time arise between, &c., *as at* p. 123, shall be referred to the arbitration of A., of, &c., whose decision and award shall be final and binding on both parties and their respective [heirs] exors and admors, and who shall have power to direct to and by whom and in what manner the costs of the reference and award or any part thereof shall be borne or paid, *if thought fit, add any of the provisions at* pp. 124, 125, *which may be applicable, saying,* "the sd A.," *instead of* "arbitrators, arbitrator, or umpire" *throughout, where it is intended that the submission should be irrevocable,* (*c*) *add* "and it is hereby also agreed that this submission to reference shall, upon the application of either of the parties to the reference, and without any notice to the other of them, be made a rule or order of the —— Division [any Division] of the High Court of Justice."

(*c*) *See* 9 & 10 Will. 3, c. 15; 3 & 4 Will. 4, c. 42, s. 39; *R.* v. *Bardell and*

PRECEDENTS.

I.

AGREEMENT *referring existing specific* DISPUTES *between the Parties to the* ARBITRATION *of one or more persons.* VARIATION, *where all other* MATTERS *in difference are referred.*

MEMORANDUM OF AGREEMENT made the —— day of ——, BETWEEN A., of, &c., of the one part, and B., of, &c., of the other part: WHAS disputes and differences have arisen and are still subsisting between the sd A. and B. relative to, *state the specific matters in dispute.* NOW IT IS HEREBY AGREED that the sd disputes and differences [and all matters in difference between the sd parties which now exist or may arise at any time before the last ten days immediately preceding the day which shall be appointed by the arbitrator or arbitrators hereinafter mentioned for the first sitting of the arbitration] shall be referred, and the same are hereby referred to the arbitration and determination of K., of, &c., [*or*, K., of, &c., and L., of, &c., arbitrators nominated by the sd A. and B. respectively, or in case they shall not agree in making an award, or in determining any matter or matters hereby referred to them, then, as regards the matter or matters as to which there shall be such disagreement, to the umpirage of such person as the sd arbitrators shall in writing under their hands before they enter on the business of the sd reference appoint]: PROVIDED THAT the sd arbitrator [arbitrators] make and publish his [their] award in writing, signed by him [them], concerning the matters referred, ready to be delivered to the sd parties or either of them, or, if they or either of them shall be dead before the making of the award, to their or his personal representatives who shall require the same on or before the —— day of

Parties.

Recital.

Agreement to refer.

Time for arbitrators to make award.

others, 5 A. & E., 619; *Mills* v. *Bayley*, 2 H. & C., 36; *Thomson* v. *Anderson*, L. R. 9 Eq., 523; *Re Rouse and Meier*, L. R., 6 C. P., 212.

—— next, or on or before any subsequent day not later than the —— day of —— next, to which the sd arbitrator [arbitrators] shall by any writing from time to time enlarge the time for making the sd award [and so as the sd umpire make and publish his award or umpirage in writing, signed by him, concerning the matters referred to him ready to be delivered as aforesd within —— days after the original or extended time appointed for making the award of the sd arbitrators shall have expired, or on or before any subsequent day, not being more than —— days from such last-mentioned time to which the sd umpire shall by any writing, signed by him, enlarge the time for making his award or umpirage]. *Add provision as to costs as at* p. 125, *and, if desired, any of the other provisions at* pp. 124, 125, *and* 132 *to* 135, *except the provision at* p. 125 *for making the submission a rule of Court, for which the corresponding provision in Clause* IV., p. 126, *should be substituted.*

Time for umpire to make award.

In witness, &c.

II.

AGREEMENT *of* Reference *of Specified* Disputes *to Two* Arbitrators *or their Umpire. A Short Form without Recitals.*

Parties, A., 1; B., 2, In order to settle and determine certain disputes and differences subsisting between the sd parties relative to, *here state the specific matters in dispute,* it is hereby agreed as follows:—It is referred to K., of, &c., (an arbitrator appointed by the sd A.), and L., of, &c., (an arbitrator appointed by the sd B.), or an umpire to be appointed by the sd arbitrators in writing before entering on the business of the sd arbitration, to decide and award whether *&c., specifying matters referred,* but so nevertheless that the sd arbitrators shall make and publish their award, &c., *as in last Precedent.*

Agreement.

In witness, &c.

III.

REFERENCE *of all Matters in* DISPUTE *to one* ARBITRATOR. *Short Form.*

WE, A., of, &c., and B., of, &c., do hereby refer all matters in dispute between us to the award and determination of K., of, &c.

IN WITNESS, &c.

IV.

AGREEMENT *for reference to* ARBITRATION *of a* CLAIM *against a* COMPANY *in* LIQUIDATION.

AGREEMENT made the —— day of —— BETWEEN A., of, &c., liquidator of the —— Company, on behalf of the sd Company of the one part, and B., of, &c., of the other part: WHAS the sd Company is in course of voluntary winding up, and the sd A. has been appointed liquidator for the purpose of such winding up: AND WHAS the sd B. claims to be a creditor of the sd Company, but such claim is disputed: AND WHAS it has been agreed between the parties hereto that the sd claim and any other matters in difference between the sd parties shall be referred to arbitration in manner and subject as hereinafter mentioned: NOW IT IS HEREBY AGREED as follows:

Parties. Recitals. Company in liquidation. Claim. Agreement to refer. Agreement

1. IT SHALL be referred to E., of, &c., to determine and award whether any and what sum is due and owing from the sd Company to the sd B., or from the sd B. to the sd Company, and to decide all other matters, if any, in difference between the sd parties, and also to award how and by whom the costs of and incidental to the sd reference and award (including the costs of this agreement) are to be borne and paid, and to fix the amount of such costs, provided the award in writing of the sd E. in the premises be made

Claim to be referred. Costs. Time for making award.

within —— calendar months from the date hereof, or within such extended time as by agreement of the parties, or by order of the Chancery Division of the High Court of Justice, shall from time to time be allowed in that behalf, and the award to be so made by the sd E., shall be final and conclusive.

Submission may be made rule of Court.

2. THIS SUBMISSION may be made a rule of the Chancery Division of the High Court of Justice on the application of either of the sd parties.

Agreement to be sanctioned by shareholders.

3. PROVIDED THAT this agreement is conditional on the same being sanctioned by an extraordinary resolution of the sd Company passed pursuant to the provisions of the "Companies Act, 1862," (*b*) at a meeting of the Company to be held within one calendar month from the date hereof, which meeting the sd A. hereby undertakes to summon accordingly, and in the event of this agreement not being so sanctioned, the same shall be void.

IN WITNESS, &c.

V.

AGREEMENT *referring matters in* DISPUTE *in an* ACTION *to the* ARBITRATION *of one or more named* ARBITRATORS *or an* UMPIRE. (*c*)

Parties, A., 1; B., 2.

Recital.

WHAS an action is now depending in the —— Division of the High Court of Justice, wherein A. is plaintiff, and B. defendant: NOW IT IS HEREBY AGREED

Agreement to stay proceedings,

that all proceedings in the sd action shall be stayed, except such proceedings as may be necessary to carry out this agreement to refer, and that in order to ascer-

(*b*) See the Act, s. 159.

(*c*) As to the changes introduced by the Supreme Court of Judicature Acts 1873, and 1875. in the proceedings and practice in cases of a reference where an action is pending, see Wilson on the Act, p. 263.

tain, settle, and adjust all accounts, claims, and demands in dispute in the sd action, the same shall be referred and the same are hereby referred to the arbitration and determination of K., of, &c. [K., of, &c., and L., of, &c., arbitrators nominated by the sd A. and B. respectively, or in case they shall not agree in making an award, or in determining any matter or matters hereby referred to them, then as regards the matter or matters as to which there shall be such disagreement to the umpirage of M., of, &c., *or*, "of such person as the sd arbitrators shall in writing under their hands before they enter on the business of the sd reference appoint," *or*, "of such person as the sd arbitrators shall, from time to time as soon as conveniently may be after such difference of opinion shall arise, appoint in writing"]. *Add provision as to costs, see* p. 125. and refer.

In witness, &c.

VI.

BOND *to abide by the* Award *of one or more named persons, as to* Specific Matters, *or all* Matters *in* Difference *between the parties.*

Money Bond from A. to B., see Bonds.

Whas disputes and differences have arisen and are pending between the sd A. and B. concerning, *state the specific matters in dispute.* And whas the sd A. and B. have agreed to refer the sd disputes and differences [and all other matters whatsoever in difference between them] to arbitration in manner hereinafter appearing, and to execute mutual bonds in that behalf: NOW THE CONDITION, &c., that if the above bounden A., his heirs, exors, and admors, shall duly obey and perform the award or decision of K., of, &c., *or*, "K., of, &c., and L., of, &c.," *or*, "K., of, &c., L., of, &c., and M., of, &c., or any two of them," concerning the Recitals. Disputes. Agreement for reference. Condition. Perform award.

aforesd disputes, and differences, [and all other matters whatsoever in difference between the sd A. and B.] so as the award of the sd arbitrator, *or*, "arbitrators" be made in writing ready to be delivered to the sd A. and B. or either of them, or if they or either of them shall be dead before the making of the award to their respective personal representatives who shall require the same on or before the —— day of —— next, &c., *as in Precedent* I.: [And in case the sd arbitrators shall not agree in making an award, *or*, "in determining any of the matters aforesd," then, if the sd A., his heirs, exors, and admors, shall duly obey and perform the award and decision of X., *or*, "of such person as the sd arbitrators shall in writing, under their hands before they enter on the business of the sd reference, appoint," concerning the premises, *or*, "concerning the matter or matters as to which there shall be such disagreement of the sd arbitrators as aforesd," so as the sd umpire make and publish his award or umpirage in writing concerning the matters referred to him ready to be delivered as aforesd within —— days, &c., *as in Precedent* I.], then, &c. (*c*)

Umpire.

MISCELLANEOUS CLAUSES *in* Agreements *to* Refer.

Statutory provisions to be incorporated.

I. All the provisions of the Common Law Procedure Act, 1854, and of any statutory modification or re-enactment thereof for the time being in force respecting references to arbitration which may be applicable to the case shall apply to this reference (except so far as the same are expressly excluded or varied by the terms of this agreement).

Evidence taken by arbitrators may be acted on by umpire.

II. The sd umpire shall be at liberty to act upon all or any part of the evidence taken before the sd arbitrators as reported by them to him, and to make his award thereupon [unless either of the parties to the reference shall require

(*c*) To be accompanied by a similar bond from B. to A.

any witnesses to be reheard or any other evidence to be retaken, or shall tender any fresh evidence, in which case the sd umpire shall hear or examine such witnesses or evidence].

Power to employ accountant

III. The sd arbitrators or umpire shall be at liberty to appoint and employ an accountant to assist them or him, at the expense of the sd parties, who shall be liable to such accountant for his reasonable remuneration, And as between the sd parties the expense of such accountant shall be borne and paid as the sd arbitrators or umpire shall direct, and such accountant may be required to make his solemn declaration according to the statute in that behalf of the truth of the account or statement to be made out by him.

Power to cause maps &c. to be made.

IV. The sd arbitrators or umpire shall be at liberty to make or cause to be made maps or plans of the sd lands, houses, and premises, and to measure and survey or value the same, or cause the same to be measured and surveyed or valued, and to employ a surveyor, valuer, or other person for such purpose at the expense of the sd parties, which expense shall as between the sd parties be borne and paid as the sd arbitrators or umpire shall direct.

Power to take opinion of counsel.

V. The sd arbitrators or umpire shall be at liberty to take the opinion of counsel upon any question arising in the sd reference, and to state a case for such purpose, and the expenses thereof shall as between the sd parties be borne and paid as the sd arbitrators or umpire shall direct.

Power to state case for opinion of court.

VI. The sd arbitrators or umpire may state any special case, facts, or circumstances, previous to making their or his award, or in the award, or in any separate paper or writing accompanying the award, so that the opinion or judgment of the —— division of the High Court of Justice may be had or taken thereon.

Power to direct execution of deeds.

VII. The sd arbitrators or umpire shall have power to award and direct that the sd parties hereto or any one or more of them or their respective heirs, exors, or admors, shall execute and do such releases, conveyances, assurances, and things as the sd arbitrators or umpire shall think fit,

and such releases, conveyances, assurances and things shall be executed accordingly.

Power to direct entry of judgment.

VIII. THE SD arbitrators or umpire shall be at liberty to direct judgment to be entered for the plaintiff or defendant in the sd action, or to direct all further proceedings in the sd action to be discontinued or stayed, or to direct the sd action to be dismissed with or without costs, or to direct such proceedings to be taken in or with respect to the sd action as to the sd arbitrators or umpire shall seem fit.

General power to direct what shall be done.

IX. THE SD arbitrators or umpire shall have full power in all respects to award and direct what shall be done by the sd parties respectively in relation to the matters in difference.

Power to make separate awards.

X. THE SD arbitrators or umpire may from time to time make a separate award or separate awards as to any of the matters in difference, which separate award or awards shall be observed and performed without waiting for any other award or awards, or the final award of and concerning the matters in difference, and notwithstanding such other matters in difference shall not be determined.

Power to arbitrators to proceed *ex parte*.

XI. THE SD arbitrators or umpire shall be at liberty to proceed *ex parte* in case of the non-attendance of either of the sd parties or of their witnesses after —— clear days previous notice in writing under the hand of the sd arbitrators or umpire given to the sd parties respectively or their respective solicitors or agents, or left at or sent by post to their respective offices or places of business, notifying the time and place of meeting to proceed with the sd reference.

Costs to abide event.

XII. THE COSTS of the sd action and of this reference and the award shall abide the event of the award.

Provision for appointment of new arbitrators.

XIII. IN CASE the sd K., *one arbitrator*, shall die, or neglect, or refuse, or become incapable to act as arbitrator before an award shall have been made as to all the matters referred as aforesd, then the sd A., his [heirs] exors, or admors, shall forthwith nominate some other person to be arbitrator in the place of the sd K., and so in like manner upon the decease, or neglect, or refusal to act, or incapacity

of any arbitrator from time to time succeeding to the place of the sd K.: And the sd B., his [heirs], exors, or admors, shall in any of the like events nominate an arbitrator in the place of the sd L. or of any succeeding arbitrator, and every arbitrator so appointed shall have the same powers and authorities as the arbitrator in whose place he shall have been appointed.

VII.

REVOCATION *of* SUBMISSION *to* ARBITRATION.(*e*)

TO ALL TO WHOM, &c., A., of, &c., sends greeting. *Recite provision in articles of agreement between A. and the —— Company, to refer disputes between A. and the Company to B. and C., or one of them:* NOW THESE PRESENTS WITNESS that the sd A. doth hereby revoke and make void the sd agreement for a reference of any disputes or differences to the award of the sd B. and C. or one or either of them by or in the sd articles of agreement contained, and also all and every authorities and authority which under or by virtue of the sd articles of agreement would or might have otherwise been vested in the sd B. and C. or one or either of them or any other person or persons whomsoever to determine or decide any disputes or differences whatsoever between him the sd A. and the sd Company, or between the sd A. and any other person or persons whatsoever: And the sd A. doth hereby declare that he the sd A. will not be concluded by or be a party to any award which the sd B. and C. or one or either of them or any other person or persons whomsoever, shall make or attempt to make of or concerning such disputes, differences, or matters, or any of them in anywise howsoever.

Revocation.

Declaration that award shall not be binding.

In witness, &c.

(*e*) A submission to arbitration which contains no provision for making the submission a rule of court can be revoked without leave of the Court, see references in p. 126, note, above.

VIII.

APPOINTMENT *of an* ARBITRATOR.

To Mr. ——.

I hereby appoint you arbitrator to act on my behalf in respect of certain disputes and differences which have arisen between me and —— arising out of certain provisions in an indre dated, &c. And I beg to inform you that by a notice in writing, bearing even date herewith, I have called upon the sd —— to nominate and appoint an arbitrator to act on his behalf in respect of the before-mentioned disputes and differences existing between us.

Given under my hand this —— day of ——.

IX.

NOTICE *to go to* ARBITRATION, *and of* APPOINTMENT *of an* ARBITRATOR.

To Mr. ——.

TAKE NOTICE that disputes and differences concerning certain matters and things arising out of an indre dated, &c., having arisen between us, I desire to have the same settled by arbitration, according to the provision in the sd indre in that behalf contained. And further, that I have appointed Mr. ——, of ——, to be the arbitrator on my behalf; and further, that I call upon you, within seven days from the service of this notice on you, to name an arbitrator to act on your behalf in the matter of the sd disputes and differences. And further, that if you shall neglect to name an arbitrator to act on your behalf within seven days after the service of this notice on you, then the aforesd disputes and differences between us will, according to the provision in the sd indre in that behalf contained, stand referred to the sd —— alone.

Given under my hand this —— day of ——.

X.

APPOINTMENT *of* UMPIRE *by* ARBITRATORS *by Endorsement on the Agreement of Reference or otherwise.*

WE [the within named] A. and B., in pursuance of the powers given to us by the within contained agreement, *or*, "by an agreement of reference, dated, &c.," *or*, "by an order made by, &c., on the —— day of ——, in an action, &c.," do hereby nominate and appoint X., of, &c., to be the umpire according to the provisions of the sd agreement, *or*, "order" of reference, provided he will accept the office, and do within —— days from the date hereof signify such acceptance in writing.

AS WITNESS, &c.

XI.

APPOINTMENT *by* TWO ARBITRATORS *of a* THIRD ARBITRATOR *to act with them.*

WE, &c., *as in last Precedent*, do hereby nominate and appoint X., of, &c., to be the third arbitrator to act with us in the consideration and determination of the matters referred to us according to the provisions of the sd agreement, *or*, "order" of reference, provided he will accept the office and do within —— days from the date hereof signify such acceptance in writing.

AS WITNESS, &c.

XII.

NOTICE *by* ARBITRATORS *to* UMPIRE *of final* DISAGREEMENT.

WE hereby give you notice that we cannot and shall not be able to agree in making an award concerning the matters referred to us by an agreement, *or*, "order," dated, &c., but have finally disagreed about the same, and that you are at liberty to proceed as umpire to consider and award upon the matters referred.

DATED, &c.

XIII.

ENLARGEMENT *of* TIME *for making* AWARD *by* ARBITRATOR *or* UMPIRE.

I [the within-named], A., hereby in pursuance &c., *as in Precedent* X., enlarge the time for making my award concerning the matters referred to me until the —— day of ——.

AS WITNESS, &c.

XIV.

ENLARGEMENT *of* TIME *by the* PARTIES.

Time enlarged.

WE, the within-named A. and B., do hereby give and allow to X. the arbitrator, *or*, "umpire" appointed by the agreement of reference within contained, *or*, "by an agreement," *or*, "order," &c., *as in Precedent* X., further time for making his award, namely, until the —— day of —— AND WE FURTHER DECLARE and agree that all the provisions of

Agreement to hold good.

the sd agreement, *or*, "order" of reference shall continue in full force and effect, and be construed and read in the same manner as if the day hereby given and allowed for making the award of the sd arbitrator, *or*, "umpire" had been given and allowed by the sd agreement, *or*, "order."

In witness, &c.

XV.

AWARD *by* Arbitrators *under an Agreement or Order of* Reference, *settling a Balance of* Accounts.

TO ALL TO WHOM THESE PRESENTS SHALL COME, A., of, &c., and B., of, &c., send greeting: Whas divers disputes and differences have arisen between M., of &c., and N., of, &c., concerning, &c., [and an action has been instituted by the sd M. against the sd N., in the —— Division of the High Court of Justice, touching the premises, and the same is now pending]. *Recite agreement or order of reference and enlargement of time for making award.* NOW WE, the sd arbitrators, having taken upon ourselves the burthen of the sd reference, and having duly weighed and considered the allegations of the sd parties, and the proofs, vouchers, and documents, which have been given in evidence before us, do hereby make and publish our award in writing of and concerning the matters referred to us in manner following, that is to say, We find and award that the balance due from the sd N. to the sd M. upon the settlement of the accounts between them which have been referred to us as aforesd, is £——, which we award and direct to be paid by the sd N. to the sd M. on demand: And we further award and direct, *award as to dismissal or discontinuance and costs of action (if any), and costs of reference and award, and mutual releases, see below.*

Recital.

Award.

Balance due.

Signed and published in the presence of }

XVI.

AWARD *by* UMPIRE *under Agreement or Order of* REFERENCE.

Recital. No award by arbitrators.

TO ALL, &c., I, X., of, &c., send greeting. *Recite agreement or order of reference and appointment of umpire:* AND WHAS the sd, *arbitrators*, did not make any award of and concerning the premises within the time limited by the sd agreement, *or*, "order": *or*, "AND WHAS the sd arbitrators have not made any award concerning the matters referred to them as aforesd, but have finally and altogether disagreed respecting the same, and have accordingly by a writing under their hands, dated the —— day of —— [endorsed on the sd agreement] appointed me the sd X. to be the umpire relative to the matters so referred pursuant to the sd agreement [order]:" NOW I, the sd X., having taken upon myself the charge of the sd reference, and having heard, examined, and considered the allegations, witnesses, and evidence of both the sd parties concerning the premises, do make this my award and umpirage in writing of and concerning the premises in manner following, (that is to say), I AWARD and adjudge, &c.

Award.

CLAUSES IN AWARDS.

Award of damages for non-performance of agreement.

1. I AWARD and adjudge that the plaintiff has sustained damages by reason of the non-performance by the defendant of the agreement in the statement of claim mentioned to the amount of £——, *or*, "I ASSESS the damages sustained by the plaintiff in respect of the cause of action in the statement of claim mentioned at the sum of £——," which sum I direct the defendant to pay to the plaintiff on or before the —— day of ——.

II. I AWARD that the sd A. shall pay to the sd B. on demand the sum of £—— in full satisfaction of all claims and demands whatsoever [relative to the matters referred to me, *or*, "in the above-mentioned action."] Award of sum in full of all demands.

III. I AWARD and order that the sd damages and the sd several sums of money awarded and directed by me to be paid and the several matters and things awarded and directed by me to be done by or with regard to the respective parties to this reference as aforesd, shall respectively be paid, received, done, accepted, and taken, in full satisfaction and discharge and as a final end and determination of the several matters in difference between the sd parties which have been referred to me, *or*, "of all matters in difference between the sd parties up to the time of the submission to arbitration." Sums, &c., awarded to be in full of all demands.

IV. AND I further award and adjudge that the sd A. and B. shall each, on the requisition of the other of them [such other having first performed the award], and at the costs and charges of the party requiring the same, execute and deliver unto the other of them a full and sufficient release of all [actions, causes of action, and] debts, damages, claims, and demands whatsoever, from the beginning of the world until the time of the sd submission to arbitration, *or*, "of all claims and demands in respect of the matters in difference between the sd parties which have been referred to me as aforesd," excepting anything by the award provided to be done or suffered. Award of mutual releases.

V. AND I further award, &c., that upon payment of the sum awarded by me as aforesd, the sd A. shall, if required, by and at the costs of the sd B., execute and deliver to him the sd B., a full and sufficient release, &c., *as in the last Clause*. Award of release by one party.

IV. I AWARD, &c., that the plaintiff has no title to the relief sought by his above-mentioned action in the —— Division of the High Court of Justice, and that the sd action be dismissed with costs, to be taxed by the proper officer, and paid by the plaintiff to the defendant, and that Dismissal of action with costs.

the plaintiff do apply to the Court for an order for that purpose.

Proceedings in action to be stayed.

VII. I AWARD, &c., that the sd action shall cease and be no further prosecuted, *or*, "that all proceedings in the sd action shall cease, and that the same shall be no further prosecuted."

That plaintiff has no cause of action.

VIII. I AWARD, &c., that the plaintiff, has been fully paid all demands which he had against the sd defendant, and has no cause of action against him.

Judgment to be entered.

IX. I AWARD, &c., that judgment be forthwith entered for the plaintiff [defendant] in the sd action.

Plaintiff good cause of action on two claims none on 3rd.

X. I AWARD, &c., that the plaintiff has good causes of action against the defendant on the facts stated in the first and second paragraphs in his statement of claim in the sd action for the sum of £——, which sum I direct the defendant to pay to the plaintiff on demand: And I further award that the plaintiff has no cause of action against the defendant on the facts stated in the third paragraph in the sd statement of claim.

On several issues.

XI. AS TO the issues firstly, secondly, and fourthly joined in the sd action, I award and find for the plaintiff, and as to the issues thirdly and fifthly joined, I award and find for the defendant.

Of damages generally.

XII. I AWARD and find that the plaintiff has sustained damages from the defendant occasioned by the cause of action for which the sd action was brought to the amount of £——, and I assess the plaintiff's damages at the sd sum of £——, and direct the defendant to pay the same to the plaintiff on demand.

Conveyance to be executed.

XIII. I AWARD, &c., that the sd B. shall, at the request and costs of the sd A., by a proper and effectual assurance, convey, *parcels*, with the appurtenances unto and to the use of the sd A. and his heirs, or as he or they may direct, such assurance to be prepared by the sd A.

Delivery up of deeds.

XIV. I AWARD, &c., that the sd B. shall forthwith deliver to the sd A. or his heirs, all deeds and writings in the custody or power of the sd B. relating to the sd freehold premises.

That one party has no claim against the other.

XV. I AWARD, &c., that the sd A. has no claim or demand against the sd B. in respect of any of the matters in difference between them.

As to other matters in difference.

XVI. I AWARD, &c., that there are no matters in difference between the parties other than those in the sd action, *or*, "AND AS to the matters in difference between the sd parties other than those in the sd action, I award, &c., that the defendant do pay to the plaintiff the sum of £—— in full satisfaction and discharge of all claims and demands by the plaintiff against the defendant in respect of the same."

Costs of action to be paid by plaintiff or defendant.

XVII. I AWARD, &c., that the sd A. do pay to the sd B. the costs of the sd action, to be taxed by the proper officer.

Judgment to be entered for costs of action and reference.

XVIII. I AWARD, &c., that judgment be forthwith entered in the sd action for the defendant with the costs of sd action, and of the reference and of this my award, to be taxed by the proper officer of the sd Court.

Each party to pay his own costs of action.

XIX. I AWARD, &c., that each party bear his own costs of the action.

Costs of action to be borne equally.

XX. I AWARD, &c., that the costs of both parties of the sd action when taxed shall be added together, and that one moiety thereof shall be paid and borne by the plaintiff, and the other moiety by the defendant, and that if either party shall have paid more than his just share, the excess shall be paid to him by the other party.

Execution to issue for damages and costs.

XXI. I AWARD, &c., that execution may issue in the sd action for the sd damages and costs forthwith, *or*, "at any time not sooner than the —— day of —— next."

All costs of reference and award to be paid by one party.

XXII. I AWARD, &c., that the sd A. do pay to the sd B. his costs of and incidental to the reference, and the costs of the award, and that the sd A. do bear his own costs of the same.

Each party to bear his own costs of reference and half costs of award.

XXIII. I AWARD, &c., that each of the sd parties shall bear his own costs of the reference, and pay one-half of the costs of the award. And that if either party shall in the first instance pay more than such half, the excess shall be paid to him by the other party.

Half costs of reference and award

XXIV. I AWARD, &c., that one moiety of the costs of the

to be paid by each party.

reference and award shall be borne and paid by the sd A., and the other moiety by the sd B., and that if either party shall in the first instance, &c., *as in last Clause.*

Taxation or assessment of costs.

XXV. I DIRECT the costs of the plaintiff of the sd reference and of this my award to be taxed as between solicitor and client by A., of ——, Esq., barrister-at-law, *or,* "one of the taxing-masters of the —— Division of the High Court of Justice," *or,* "I ASSESS the amount of the costs of the plaintiff of the sd reference at £——, and of this my award at £——."

ATTORNEY, POWERS OF.

CLAUSES. (*a*)

Appointment of one attorney. Variation for several.

I. Hereby appoint B., of, &c., my attorney [B., of, &c., C., of, &c., and D., of, &c., jointly and every two and every one of them severally my attorneys and attorney] in my name or on my behalf, to, &c.

Appointment by a firm of one attorney. Variation for several.

II. Hereby appoint B., of, &c., the attorney [B., of, &c., C., of, &c., and D., of, &c., jointly and every two and every one of them severally the attorneys and attorney] of ourselves and our sd firm of ——, in the names or name and on behalf of ourselves and our sd firm, and each and every of us, to, &c.

To receive a sum of money.

III. To receive from K., of, &c., the sum of £——, [being the price agreed to be paid by him to me for the purchase of, &c.], and all interest due or to become due for the same, and to give an effectual receipt and discharge for the same.

To receive debts and personal estate generally.

IV. To demand, sue for, enforce payment of, and receive and give effectual receipts and discharges for all monies, securities for money, debts, legacies, goods, chattels, and personal estate, of or to which I am now or may hereafter become possessed or entitled, or which are or may become due, owing, payable, or transferrable to me from any person or persons whomsoever.

To give receipts.

V. To receive and sign and give effectual receipts and discharges for all and any monies which shall come to [their

(*a*) All these clauses are adapted to the case of a power of attorney expressed in the first person, which is the more usual form where there are no recitals.

or] his hands by virtue of the powers herein contained, which receipts, whether given in my name or in the [names or] name of the sd [attorneys or] attorney shall exonerate the persons or person paying such monies from seeing to the application thereof, or being responsible for the loss or misapplication thereof.

To execute a specific deed.

VI. In my name and as my act and deed to sign, seal, and deliver a certain indre already prepared and engrossed, or intended to be shortly engrossed, bearing or intended to bear date on or about the —— day of ——, and expressed or intended to be made between, *parties*, and being or intended to be, *insert short description of intended deed as*, "a conveyance of freehold and leasehold hereditaments, situate at, &c., and known as, &c., to K., by way of mortgage for securing the payment of £—— and interest."

To execute deeds, &c., generally.

VII. To execute, sign, enter into, acknowledge, perfect and do all such [conveyances, leases, mortgages, transfers, surrenders, releases, assurances,] deeds, agreements, instruments, acts, and things, as shall be requisite, or as the sd [attorneys or] attorney may deem necessary or proper for or in relation to all or any of the purposes or matters aforesd.

To transfer land or letters patent abroad.

VIII. To sign, seal, execute, acknowledge, and deliver in the sd, *foreign country or colony*, according to the laws for the time being in force there, such deed or deeds, instrument or instruments and notarial act or acts as the sd [attorneys or] attorney shall deem requisite or expedient for conveying, and transferring, or otherwise effectually and satisfactorily assuring to K., of, &c., or as he shall direct, *short description of parcels*, and also by the same or any other deed or deeds, notarial act or acts, instrument or instruments, to enter into such covenants or agreements as are usual according to the laws aforesd, for a vendor to enter into, or may otherwise be reasonably required. And also to do and execute such further acts, matters, and things as the sd [attorneys or] attorney may deem expedient for recording, registering, or otherwise completing and giving validity to such deed or

deeds, notarial act or acts, or instrument or instruments according to the laws aforesd.

To acquire lands, &c.

IX. And also in my name and on my behalf, from time to time to purchase, take on lease, or otherwise acquire and hold all such houses, offices, buildings, lands, hereditaments, chattels, and effects in —— aforesd as the sd attorney shall think necessary or expedient for or in relation to any of the purposes or objects aforesd.

To sell, lease, &c., real and personal estate.

X. And also from time to time, if and when the sd attorney may think fit, to sell, dispose of, surrender, give up, mortgage, charge, pledge, or lease any houses, offices, buildings, lands, hereditaments, chattels, or effects in —— aforesd, belonging to or held by me, and to transfer, release, or otherwise deal with any mortgages, charges, or securities, whether upon real or personal property in —— aforesd, to which I may be entitled, and also to execute or enforce any powers of sale or other rights, powers, or remedies incident to any such mortgages, charges, or securities as aforesd, or otherwise to realize and obtain the benefit thereof in such manner as the sd attorney may think proper.

To raise money on mortgage.

XI. To borrow from time to time such sums of money and upon such terms as the sd attorney may think expedient for or in relation to any of the purposes or objects aforesd, upon the security of any of my property whether real or personal or otherwise, and for such purposes to give and execute such mortgages, charges, or other securities, and with such powers and provisions as he may think proper.

To enter into agreements for yearly tenancies, and to collect rents with ancillary powers.

XII. To enter into agreements for yearly, monthly, or weekly tenancies, to take effect in possession, or within three calendar months from the date thereof of all or any of the —— and hereditaments situate in the parish of —— and county of ——, known as my —— estate, and to make allowances to and arrangements with all or any of the tenants and occupiers for the time being of the sd hereditaments and premises, and to accept surrenders of leases and tenancies, and to demand, sue for, collect and receive, and give effectual discharges for the rents and profits now due

and henceforth to become due in respect of the sd premises, and in case of non-payment thereof, or of any part thereof, to enter into and upon all or any of the hereditaments and premises in respect of which any rents shall be unpaid, and for the same rents and the costs and expenses incurred by or incident to the non-payment thereof to distrain, and the distress and distresses then and there found to dispose of in due course of law: And to take and use all lawful proceedings and means for recovering and receiving the sd rents, and for enforcing the performance of any covenants or agreements which the respective lessees or tenants may be liable to perform, and for evicting and ejecting or recovering damages from tenants and occupiers making default in payment of such rents or in performance of such covenants or agreements, and for obtaining and retaining possession of all or any of the premises occupied by any lessees or tenants making such default.

To prosecute and defend legal proceedings.

XIII. To commence, prosecute, or enforce, or to defend, answer, or oppose all actions and other legal proceedings and demands touching any of the matters aforesd, or any other matters in which I am or may hereafter be interested or concerned, and also, if the sd [attorneys or] attorney shall think fit, to compromise, refer to arbitration, abandon, submit to judgment, or become non-suited in any such action or proceeding as aforesd.

To arrange and compromise.

XIV. To adjust, settle, compromise, or submit to arbitration, any accounts, debts, claims, and demands, disputes and matters touching any of the matters aforesd, or any other matters which are now subsisting or may hereafter arise between me and any other person or persons, or between my sd [attorneys or] attorney and any other person or persons.

To accept compositions and make allowances to debtors.

XV. To compound and accept part in lieu of and in satisfaction for the whole of, or compromise any debt or sum of money now or hereafter owing or payable to me, or any other claim or demand which I have or may have against any person or persons, or to grant an extension of time for

the payment or satisfaction thereof, upon such terms as may be deemed proper, either with or without taking security for the same, or otherwise to act with respect thereto as my sd [attorneys or] attorney may think expedient.

To vote at meetings.

XVI. And to vote at the meetings of any company or companies, and otherwise to act as my attorney, proxy, or representative in respect of any shares now held or which may hereafter be acquired by me therein.

To appoint substitutes

XVII. To substitute and appoint from time to time one or more attorneys or attorney under [them or] him the sd [attorneys or] attorney with the same or more limited powers, and such substitute or substitutes at pleasure to remove and another or others to appoint.

To act generally.

XVIII. And generally to act as my attorney or agent at —— aforesd, in relation to the premises and all other matters in which I may be interested or concerned, and on my behalf to execute and do all instruments, acts, matters, and things as fully and effectually in all respects as I myself could do if personally present.

Proviso keeping alive powers of attorney given to other persons for other purposes.

XIX. Provided always that this present power of attorney shall not extend to revoke or make void or affect any former or other power or powers of attorney by me at any time heretofore given or delegated to any other person or persons whomsoever for any distinct or other purpose or purposes, but such other power or powers shall remain and be of the same force and effect as if these presents had not been executed.

Substitution of another attorney in case of death, &c.

XX. And in case the sd, *attorney*, shall die, or become incapable to act as my attorney, I hereby appoint, *substitute*, of, &c., to be my attorney in the place of the sd, *attorney*, with power to exercise all or any of the powers and authorities hereinbefore conferred on the sd, *attorney*, in as full and ample a manner in all respects as if the name of the sd, *substitute*, had been hereinbefore throughout inserted instead of the name of the sd, *attorney* (*f*).

(*f*) This clause is intended for a case in which only one attorney is appointed. In the case of a joint and several power to two or more, it would not, of course, usually be necessary to insert such a provision.

Ratification clause.

XXI. AND I hereby for myself, my heirs, exors, and admors, ratify and confirm, and agree to ratify and confirm whatsoever my sd [attorneys or] attorney [or any substitute or substitutes acting under [them or] him] shall do or purport to do by virtue of these presents, *if the attorney is to act in a distant country, add,* "including in such confirmation, whatsoever shall be done between the time of my decease or the revocation by any other means of this power of attorney and the time of such decease or revocation becoming known to my sd [attorneys or] attorney or [their or] his substitute or substitutes."

To register power abroad.

XXII. AND I hereby authorise and empower the sd attorney to acknowledge in my name, and as my act and deed, this power of attorney, and to register and record the same in the proper office in the sd colony, and to procure to be done any and every other act, matter, and thing whatsoever, which may be in anywise requisite or proper for authenticating and giving full effect to this power of attorney, according to the laws and usages of the sd colony.

PRECEDENTS.

I.

TO EXECUTE CONVEYANCE *to* PURCHASER, *and receive Purchase-money.*

KNOW ALL MEN by these presents, that I, A., of, &c., *appointment of B., as attorney,* p. 145, *to receive the purchase-money, and give receipts for the same,* "by indorsement on the conveyance or otherwise," p. 145: *to execute the conveyance,* p. 146: *ratification,* p. 150.

IN WITNESS, &c. (*g*).

(*g*) It is in some cases necessary, and in all cases desirable, that the execution of a power of attorney should be attested by two witnesses.

II.

To Surrender Copyholds *to use of Purchaser or Mortgagee.*

KNOW ALL MEN, &c., *appointment of B. as attorney, p.* 145, to appear at the next or any subsequent court to be holden for the manor of ——, in the county of ——, or before the lord or lords, lady or ladies, or steward or deputy-steward of the sd manor out of court, and then and there to surrender into the hands of the sd lord or lords, lady or ladies, either personally or by the hands and acceptance of the sd steward or deputy steward by the rod, according to the custom of the sd manor: All that, *parcels*, with the appurtenances thereof, and all my estate and interest therein, to the use of K., of, &c., his heirs and assigns, according to the custom of the sd manor, [subject to a condition for making void the sd surrender, if I, the sd A., my heirs, exors, admors, or assigns shall, on the —— day of ——, pay to the sd K., his exors, admors, or assigns, the sum of £——, with interest thereon in the meantime at the rate of £—— per cent. per annum]: And also to execute and do all such assurances and things as shall be necessary or proper for procuring the sd K., his heirs or assigns, to be admitted tenant or tenants of the sd premises. *Ratification*, p. 150.

Surrender.

Proviso for redemption.

Execute further assurance.

In witness, &c.

III.

To *obtain* Admittance *to* Copyholds.

KNOW, &c., *appointment of B. as attorney*, p. 145, to appear, &c., *as in last precedent*, and to pray, receive, and take admittance of and from the sd lord or lords, lady or ladies, steward or deputy-steward of the sd manor by the rod according to the custom of the sd manor, to all that, *parcels*, to the use of me the sd A., my heirs and assigns,

Admittance.

Subject to equity of redemption.

[subject to such right or equity of redemption as shall be subsisting therein by virtue of a conditional surrender of the sd —— hereditaments and premises dated the —— day of ——]. *Ratification*, p. 150.

In witness, &c.

IV.

BY *a* Firm *of* Traders *to raise* Money *on* Mortgage *of a Plantation in the Colonies.*

KNOW ALL MEN, &c., that we, A., of, &c., and B., of, &c., trading in co-partnership under the style of A. & Co., do hereby, *appointment of D., E., and F., attorneys*, p. 145,

Borrow.

for and on behalf of us and our sd firm, to borrow such sum or sums of money, not exceeding in the whole the sum of £——, and at such rate of interest not exceeding £—— per cent. per annum, for such period and on such terms in other respects as our sd attorneys or attorney shall think

Mortgage.

fit, and to secure the repayment thereof, with interest by a mortgage of, *short description of parcels*, and the crops, produce, live and dead stock, utensils, machinery, plant, effects, and property now or at any time hereafter in upon or belonging to the sd plantation and premises or any part or parts thereof respectively, and for the purposes aforesd, *to give receipts*, p. 145 : And further for the purposes aforesd, *to execute assurance of land, crops*, &c., p. 146, to the person or persons advancing such sum or sums of money, or as he or they shall direct, by way of security as aforesd, with

Enter into covenants.

such covenants as may be usual according to the laws in force in —— aforesd for mortgagors to enter into, or may be reasonably required, including covenants for repayment of the sum or sums of money to be advanced as aforesd, and the interest for the same, and such powers of sale and other powers and provisions in favour of the mortgagee or mortgagees as our sd attorneys or attorney may deem necessary

Execute deeds.

or expedient, and to execute and do all such other instru-

ments, acts, and things as may be thought proper for the effectuating and perfecting any such mortgage or security as aforesd, or otherwise in relation to the premises. *Ratification*, p. 150.

In witness, &c. (*h*).

V.

To Let *and* Manage *House Property.*

KNOW, &c., *appointment of A., attorney*, p. 145, *to enter into agreements for yearly tenancies and to collect rents with ancillary powers*, p. 147, and also for me, and in my name, to settle all accounts between me and my superior landlords, or any of them, and to pay all such sums of money as shall from time to time be due from me to them or any of them: And to effect insurances against loss or damage by fire of all or any houses, buildings, or insurable property on my sd estate and property, and to pay the premiums and monies payable for effecting and keeping up such insurances: *to prosecute and defend legal proceedings*, p. 148: *to arrange and compromise*, p. 148: *ratification*, p. 150.

Settle with superior landlord.

Insure.

In witness, &c.

VI.

By Legatee Abroad *to persons in* England *to receive a* Legacy and Share of Residue.

TO ALL TO WHOM these presents shall come, A., of, &c., sends greeting, *recite will of K., giving a legacy of* £——, *and share of residue to A., and appointing L. and*

(*h*) It would usually be sufficient for the execution of a power to be used in the Colonies to be attested by two witnesses, one of whom should depose before a mayor having a corporate seal, or a notary public having general jurisdiction, to the execution thereof in the presence of himself and the other witness; but in the case of foreign countries, and also, it is believed, in some of the colonies, special formalities may be desirable, if not necessary, for authenticating the power. For a form of such a declaration, and the verification thereof, see Declarations.

M. exors; death and probate: NOW KNOW YE, *appointment of B. and C., attorneys,* p. 145, to demand, sue for, and recover of and from the sd L. and M. as such exors as aforesd, or either of them, or other the person or persons by whom the same may be payable, the aforesd legacy of £—— so bequeathed to the sd A. as aforesd, and also the share of the residuary estate of the sd K., to which he the sd A. is entitled as aforesd: AND TO give effectual receipts and discharges for the same respectively, and to execute such releases as may be reasonably required in relation thereto: AND ALSO in the name and on behalf of the sd A., if the sd attorneys or attorney shall be required and think proper so to do, to execute any bond or covenant for the repayment of the sd legacy and share of residue, or either of them, or of a due proportion thereof respectively, in case the estate and effects of the sd K. shall, subsequently to the payment thereof respectively, prove insufficient for payment of the debts of the sd K. and the legacies bequeathed by his will: AND ALSO, if it shall seem expedient so to do, to take and prosecute any legal proceedings for recovering payment of the sd legacy or share of residue, or for the administration of the estate of the sd K., or otherwise in relation to the premises: AND ALSO, if deemed necessary, for and in the name of the sd A., to apply for and obtain letters of administration to the estate and effects of the sd K., and to execute and do all such instruments and acts as may be necessary or proper in that behalf, or otherwise in relation to the premises: AND UPON obtaining such letters of administration for and in the name of the sd A., to do and execute all such acts, matters, and things as shall be necessary or requisite in or about the managing, getting in, and administering the estate and effects of the sd K. *To arrange and compromise,* p. 148: *To act generally,* p. 149: *To appoint substitutes,* p. 149: *Ratification,* p. 150: *Proviso, keeping alive powers given for other purposes,* p. 149.

To demand.

Give receipts.

Give indemnity.

Take legal proceedings.

Take out letters of administration.

Manage.

IN WITNESS, &c. (*i*),

(*i*) For affidavit verifying execution and verification, see DECLARATIONS.

VII.

TO *take out* ADMINISTRATION *with* WILL ANNEXED *in* INDIA.(*j*)

TO ALL, &c. *Recite will of K., appointing A. and B. exors, and devising mortgage estates to them. Death and probate in England by A. and B.:* NOW, &c., *appointment by A. and B. of C., D., and E., attorneys or attorney,* p. 145, to apply for and obtain from the proper court or courts, office or offices in India, letters of administration with the sd will annexed, limited to the moveable and immoveable property of the sd testator there situate or recoverable, or otherwise to procure themselves or himself to be constituted either as the attorneys or attorney of the sd A. and B., or otherwise the administrators or administrator of the sd property, or the legal representatives or representative of the sd testator in India: AND FOR this purpose, as the act and deed of the sd A. and B., to execute and deliver such bond, covenant, recognizance, or other obligation as may be required upon the grant of such letters of administration or otherwise, *and also to receive debts and personal estate,* "moveable and immoveable property which now, or at any time hereafter, may belong to, or form part of the estate of the sd K.," p. 145: AND ALSO to take and retain possession or receive the rents and profits of any property in India which shall become vested in the sd A. and B. or the sd. C., D., and E., or any or either of them, by virtue of such devise and grant of letters of administration as aforesd, or either of them, and to exercise all such powers in relation to such property as may be vested in the sd A. and B.: AND UPON payment of the monies secured to the estate of the sd K., to execute such reconveyances or releases of mortgage estates as may be required, and to pay all debts due from the estate of the sd testator to any person resident in India; *general power to give receipts,* p. 145; *to arrange and compromise,* p. 148, *omitting the words after the word* "arise;"

Take out letters of administration.

Execute bond.

Receive rents.

Execute reconveyances.

Pay debts.

(*j*) See the Indian Succession Act, 1865, s. 242, and Act XIII., of 1875, passed by the Governor-General of India in Council.

to accept composition and make allowances to debtors, p. 148; *to prosecute and defend legal proceedings*, p. 148; *to execute deeds, &c., generally*, p. 146; *to appoint substitutes*, p. 149; *to act generally*, "as the sd A. and B., as such exors and devisees as aforesd could do," p. 149; *ratification*, p. 150; *to register the power in India*, p. 150. (*k*).

VIII.

TO COMPLETE *a* PURCHASE (*a paragraph form*).

Recitals. TO ALL, &c. A., of, &c., *purchaser*, sends greeting: WHAS the sd A. has lately contracted to purchase certain —— and hereditaments in the parish of ——, and county of ——, known as the —— estate, but the sd purchase has not yet been completed: AND WHAS the sd A. is about to go abroad: NOW KNOW YE that he, the sd A., *appointment of B. as attorney*, p. 145, to do, or execute all or any of the acts, matters, and things hereinafter mentioned, that is to say:

Make requisitions. 1. TO MAKE or take such requisitions or objections as to the title or evidence of title to the sd estate and premises, or otherwise in relation thereto as the sd attorney shall think fit.

Insist on or withdraw requisitions. 2. TO INSIST upon any such requisition or objection, or to withdraw or abandon the same wholly or partially, and either absolutely or upon the terms of receiving an indemnity or compensation or otherwise, as the sd attorney shall think fit.

Make composition. 3. IN CASE any error, misstatement, or omission in the particulars or description of the premises shall be discovered, to make such arrangements as to receiving or allowing compensation as the sd attorney shall deem proper.

(*k*) See note to Precedent IV., p. 153.

4. In the event of the sd attorney taking or making any objection or requisition in respect of the title or otherwise which the vendor shall neglect or refuse to remove or comply with, or in the event of any default on the part of the vendor in specifically performing the sd contract, then and in any such case if the sd attorney shall so think fit, either to rescind the contract and to demand the return of and sue for and recover and give a receipt for the deposit of £——, paid by him, the sd A., upon the execution of the sd contract, or to take legal proceedings for determining the validity of any such requisition or objection as aforesd, or for recovering damages in respect of such default as aforesd, or for enforcing specific performance of the contract or otherwise in relation thereto as circumstances may require or the sd attorney may think fit. Rescind contract or take legal proceedings.

5. To defend any legal proceedings which may be taken by the vendor to recover damages against the sd A. for alleged non-performance of the sd contract, or to determine the validity of any such objection or requisition as aforesd, or to enforce the specific performance of the sd contract by the sd A., or otherwise in relation to the premises. Defend legal proceedings.

6. To submit to arbitration, compromise, or abandon any such proceedings which may be taken by or against the sd A. as aforesd, or any question or dispute in relation to the premises. Arbitration.

7. To accept and take a proper assurance or assurances from the vendor and all other necessary parties of the sd —— and hereditaments, either to the use of the sd A., his heirs and assigns, or otherwise: And to accept execute or enter into and do, in the name or on behalf of the sd A., any assurances, deeds, covenants, instruments, and things which may be deemed necessary or proper for completing the sd purchase, or in relation thereto. Conveyance and completion.

8. *To appoint substitutes*, p. 149; 9. *Substitution of another attorney on death, &c. of B.*, p. 149; 10. *Ratification*, p. 150.

In witness, &c.

IX.

GENERAL POWER *to manage* PROPERTY *in* ENGLAND.

To manage.

KNOW ALL MEN, &c. *Appointment of B. as attorney*, p. 145; to manage or superintend the management of, demise, mortgage, sell, exchange, and dispose of all the estates and hereditaments of whatever tenure of or to which I am or shall become seized, possessed, or entitled, and to procure the enfranchisement of any of the sd hereditaments which may be of copyhold or customary tenure, and to grant enfranchisements of any copyhold hereditaments which may be holden of any manor of or to which I am or shall be seized, possessed, or entitled as aforesd, and to cut timber or underwood, and work quarries, mines, and minerals (whether now open or in working or not) upon any of the sd estates and hereditaments, and to erect, pull down, and repair houses and other buildings, fences, and erections, and to drain, make roads on or otherwise improve any of the premises, and to dedicate such roads when made to the public, and to insure houses and other property against loss or damage by fire, and to make allowances to, &c., *continue the form to collect rents with ancillary clauses*, p. 147; *to arrange and compromise*, p. 148; *to compound and make allowances to debtors*, p. 148; *to prosecute and defend legal proceedings*, p. 148; AND TO concur in doing any of the acts, matters, and things hereinbefore mentioned in conjunction with any other person or persons interested in the premises: AND UPON receipt of any monies which shall be paid to him, the sd attorney, by virtue of the premises, to pay or deposit the same in my name, or otherwise with any banker, broker, or other agent, to draw out such monies from time to time, and to apply the same for the purposes aforesd, or from time to time to invest the same at the discretion of the sd attorney in or upon, *investments*, and from time to time to sell, vary, and dispose of such investments and to apply the purchase

Concur with joint owners.

Receive pay or invest monies.

Vary investments.

monies for any of the purposes aforesd : *to vote at meetings*, p. 149 : [And also to apply such part of my net annual income as may from time to time be considered necessary or proper for the expenses of the establishment at my residence at ——, and the maintenance of my family and the members of my household, and so that as to the extent and scope of such expenditure my sd attorney shall have the fullest discretion and freedom from responsibility (*l*)] : And to assure or dispose of any estates which may be vested in me as a trustee or mortgagee, and for the purposes aforesd or any of them to sign and execute all such agreements, deeds, transfers, cheques, or other instruments, as may be deemed expedient or proper : *power to act generally*, p. 149 : *to appoint substitutes*, p. 149 : *substitution of another attorney on death, &c., of B.*, p. 149 ; *ratification*, p. 150.

Keep up establishment.

Convey trust or mortgage estates.

In witness, &c. (*m*).

X.

GENERAL POWER *of Attorney to* Manager *of* Bank *in* Colony.

TO ALL TO WHOM, &c., the Bank of —— sends greeting : Whas the sd Bank has appointed A., of, &c., colonial manager of the sd Bank in the colony or province of ——, and is desirous of investing the sd A. with the powers and authorities hereinafter mentioned. NOW THEREFORE THESE PRESENTS, &c., *appointment of A. as attorney of the Bank*, p. 145, in the sd colony of for and in the name and on behalf of the sd Bank, to have and

Recital.

(*l*) The clause in brackets is intended to meet the case where the head of a family may probably become temporarily incapacited from attending to business.

(*m*) A precedent for the management of property in the colonies can readily be adapted from this; the variations will depend upon the usual course of business in the Colony; the power to register, p. 150, should be added ; as to the mode of authenticating powers to be acted upon in the Colonies, see p. 153, note.

execute all and singular the powers and authorities hereinafter mentioned (that is to say),

Superintend business.

1. To DIRECT and superintend the business and affairs of the sd bank in the sd colony, and all branches and agencies of the sd bank, which are or shall hereafter be opened or established in the sd colony.

Inspect branches.

2. To VISIT all branches and agencies of the sd bank, and to inspect and examine, and, if the sd attorney shall think proper, to take temporary or permanent possession, as the case may be, of the cash and securities for the time being at any such branch or agency as aforesd, and all the books, accounts, deeds, papers, and vouchers relating to the transactions thereof, and generally to inform himself of all matters and things in any way connected with the operations and dealings of such branches and agencies as aforesd; and the sd bank doth hereby direct and require the respective managers, accountants, clerks, and all other officers of or attached to such branches and agencies as aforesd, to communicate to the sd attorney all such information as he may think proper to require, and to lay open to him all the accounts, vouchers, deeds, letters, and papers whatsoever, in their possession or power, relating to any of the dealings of such branches and agencies respectively, and to deliver to the sd attorney upon his demand, all such books, accounts, vouchers, deeds, letters, and papers as aforesd, and also all cash, bills, notes, and securities in their or his custody or power, belonging to the sd bank.

Give orders as to branches.

3. To GIVE such orders and directions in regard to the conduct or management of such branches and agencies as aforesd, as to the sd attorney shall seem expedient.

Suspend servants.

4. To SUPERSEDE or suspend any such manager, accountant, clerk, or officer as aforesd, for such cause or reason as the sd attorney may in his sole discretion think sufficient, or without assigning any cause or reason, and either absolutely or for such time as he may think proper.

Revoke powers of servants.

5. To REVOKE or make void, suspend or vary all and every or any the powers and authorities which have been or may

hereafter be given to or vested in any of the managers or other officers of such branches and agencies as aforesd, by or on behalf of the sd Bank.

Appoint new servants.

6. To APPOINT any new manager or managers, accountant or accountants, clerk or clerks, or other officer or officers as the sd attorney may think necessary or proper, either in the place or stead of any manager, accountant, or officer who may have been superseded or suspended as aforesd, or in addition to the then existing staff or otherwise, and at such rate of remuneration and upon such terms as the sd attorney may think reasonable: PROVIDED ALWAYS that any and every such appointment shall be subject to approval and confirmation by the Board of Directors of the sd Bank in London, and every person or persons to be so appointed shall hold office subject in all respects to such approval and confirmation.

Subject to confirmation.

Give powers.

7. To GIVE to and vest in any manager, accountant, or other officer of any such branch or agency as aforesd, whether newly appointed or not, such powers and authorities as the sd attorney may deem necessary or expedient.

8. *To receive debts and personal estate*, p. 145, *omitting the word* "legacy."

9. *To arrange and compromise disputes, &c.*, "between the sd Bank and any person or persons in the sd colony," p. 148.

10. *To compound and make allowances to debtors*, p. 148.

11. *To prosecute and defend legal proceedings*, p. 148.

Deal with debtors.

12. To ACT on behalf of the sd Bank in all matters incident to or arising out of the bankruptcy or insolvency, or any composition or arrangement with the creditors of any person or persons indebted or under liability to the sd bank or claimed so to be, or in the winding-up of any company so indebted or under liability or claimed so to be.

13. *To acquire land*, p. 147, "for the purpose of managing, conducting, and carrying on the affairs, concerns, and business of the sd bank."

14. *To raise money on mortgage*, p. 147.

15. *To execute deeds, &c.*, p. 146.

Act generally.

16. To ACT generally in the conduct and management of the business affairs and property of the sd Bank in the sd colony in such manner as the sd attorney may in his discretion think expedient and for the advantage of the sd Bank.

Use seal.

17. FOR ANY of the purposes aforesd to use the common seal provided to be used on behalf of the sd Bank in the sd colony.

18. *To appoint substitutes*, p. 149.

19. *Ratification*, p. 150.

20. *Power to register*, p. 150.

Appointment of substitutes.

AND THESE PRESENTS FURTHER WITNESS, that the sd Bank doth by these presents nominate and appoint B., of, &c., and C., of, &c., jointly, or in case of the death, absence, illness, or incapacity of either of them, the other of them solely to be attorneys and agents or attorney and agent of the sd Bank for and on behalf of the sd Bank to exercise and execute all and any of the powers and authorities hereinbefore conferred upon or vested in the sd A., in as full and effectual a manner to all intents and purposes as if the names of the sd B. and C. had been respectively hereinbefore inserted in lieu of the name of the sd A., but nevertheless in the several events only and during the periods hereinafter mentioned, that is to say, in case the sd A. shall depart this life, or from any cause cease to be the colonial manager of the sd Bank, then during the period that shall elapse between his decease or ceasing to be such manager, and the arrival in the sd colony of his duly appointed successor, or in case he shall at any time be absent from the sd colony, or shall be prevented by illness or other incapacity from acting, and shall not have appointed a substitute or substitutes to act for him under the aforesd power in that behalf, then during the period of such his absence, illness, or incapacity.

IN WITNESS, &c.(*n*)

(*n*) As to the authentication of powers of attorney to be used in the Colonies, see p. 153, note.

XI.

TO *accept* COMPOSITION *for* DEBT *and receive* DIVIDENDS, *&c.*

KNOW ALL MEN, &c., that I, A., carrying on the business of ——, at ——, under the firm of A. B. & Co., do hereby appoint C., of, &c., my attorney, for and in the name and on behalf of me and my sd firm (of which I am the sole member), to accept, assent, or agree to, or enter into any composition, arrangement, liquidation, or agreement, which has been or may be proposed, made, or entered into by Messrs. D. & Co., of, &c., or any partner in their sd firm, to, with, or for the benefit of their or his creditors, in respect of a debt or sum of £——, which is now due to me or my sd firm from the sd Messrs. D. & Co., on balance of account for goods supplied, or any other debt or sum which is now or may for the time being be so due, or any interest due or to accrue due upon the same or any part thereof, or any claim or demand which I or my sd firm may have against the sd Messrs. D. & Co., or any partner in their sd firm: AND ALSO to attend and vote at meetings of the creditors of the sd Messrs. D. & Co., or any partner in such firm and to prove for demand receive and recover, all dividends, compositions, and sums of money whatsoever which are or may be or become due or payable to me or my firm under or in pursuance of any such composition, arrangement, liquidation, or agreement as aforesd, or under any bankruptcy or otherwise howsoever, in respect of the sd debt or sum of £——, or any such other debt or sum, claim or demand as aforesd, or in respect of any interest due or to accrue due upon the same, or any part thereof: AND TO settle and adjust all accounts and questions depending or arising between me or my sd firm and the sd Messrs. D. & Co., or any partner in their firm, or the trustees or trustee acting under any such composition, liquidation, or arrangement as aforesd, or in bankruptcy, or any other

Appointment of attorney.

To accept composition.

Vote at meetings.

Settle accounts.

person or persons in relation to the sd debt, or any of the matters aforesd: And upon receipt or recovery of any such dividends or monies as aforesd, to sign and execute effectual receipts, releases, or discharges for the same: And also, if it should appear necessary or expedient, *to prosecute and defend legal proceedings*, p. 148: *to arrange and compromise*, p. 148: *to execute deeds, &c.*, p. 146: *to act generally*, p. 149: *to appoint substitutes*, p. 149: *ratification*, p. 150.

Give receipts.

In witness, &c.

XII.

DEED *giving* Further Powers *to an* Attorney.

TO ALL TO WHOM these presents shall come, A., of, &c., sends greeting: Whas by a deed poll or power of attorney, dated, &c., under the hand and seal of the sd A., he, the sd A., has appointed X., of, &c., and in the event of his death or the other events therein mentioned, Y., of, &c., to be the attorney of the sd A. with the powers therein mentioned: And whas the sd A. is desirous of giving to the sd X., and in the events aforesd to the sd Y., the further or additional powers and authorities hereinafter contained: NOW THESE PRESENTS WITNESS that the sd A. doth hereby give to and vest in the sd X., and in the event of his death or any of the other events mentioned in the sd recited deed poll of, &c., the sd Y., the following further or additional powers and authorities, that is to say, in the name and on behalf of the sd A., *here insert the additional powers: ratification*, p. 150: Provided always that nothing herein contained shall in anywise prejudice or affect the powers or authorities given or conferred by the sd recited deed poll of, &c., and this present power of attorney shall take effect and be in force concurrently with and solely by way of enlargement and extension of the sd recited power of attorney.

Recital.

Power of attorney.

Desire to extend powers.

Extension of powers.

Old powers preserved.

In witness, &c.

XIII.

DEED *revoking Power of Attorney and appointing* NEW ATTORNEY.

TO ALL, &c., A., of, &c., sends greeting: WHAS by a deed poll or power of attorney dated, &c., under the hand and seal of the sd A., the sd A. has appointed B., of, &c., to be his attorney with the powers and authorities in the sd deed poll mentioned: AND WHAS the sd A. is desirous of revoking the powers given to the sd B. as aforesd, and of appointing C., of, &c., to be his attorney in place of the sd B.: NOW THESE PRESENTS WITNESS that the sd A. doth hereby revoke and make void all and singular the powers and authorities by the sd hereinbefore recited deed poll given or conferred to or upon the sd B.: PROVIDED ALWAYS that the revocation hereinbefore contained shall not prejudice or affect anything lawfully done or caused to be done by the sd B., or any substitute or substitutes acting under him in the exercise or intended exercise of any of such powers or authorities as aforesd in the interval between such revocation and the time of the same becoming known to him or to his substitute or substitutes: AND THE sd A. doth hereby ratify and confirm everything lawfully done or caused to be done by the sd B. or any substitute or substitutes acting under him in the exercise or intended exercise of any of such powers or authorities including anything so done or caused to be done in such interval as aforesd: AND THESE PRESENTS FURTHER WITNESS, *appointment of C. as attorney*, p. 145, to exercise and execute all or any of the powers and authorities by the sd deed poll given or conferred by the sd A. to or upon the sd B. in as full and ample a manner to all intents and purposes as if the name of the sd C. had been inserted in the sd deed poll in the place of the sd B. *Ratification*, p. 150.

IN WITNESS, &c.

Recitals.

Power of attorney.

Desire.

Revocation.

Not to affect acts previous to revocation becoming known.

Ratification.

Appointment of new attorney.

BONDS.(a)

FORMAL PARTS.

From one obligor to one obligee without recitals.

I. KNOW ALL MEN by these presents, that I, *obligor*, of, &c., am held and firmly bound to, *obligee*, of, &c., in the sum of £——, *twice the amount of principal money to be secured*, to be paid to the sd, *obligee*, his exors, admors, or assigns, or to his or their attorney or attorneys, for which payment, to be well and truly made, I bind myself, my heirs, exors, and admors, firmly by these presents. Sealed with my seal. Dated this —— day of ——.

THE CONDITION of the above written bond or obligation is such that if, &c. Then the above written bond or obligation shall be void and of no effect, or otherwise shall be and remain in full force and virtue.

Signed, sealed, and delivered in the presence of }

From several obligors to several

II. KNOW ALL MEN by these presents that we, *obligors*, are held and firmly bound to, *obligees*, in the sum of £——,

(a) See also INDEMNITY. Though bonds are usually employed for many purposes in preference to deeds of covenant, a deed is in most cases equally advantageous, and frequently (as where the obligation has to be qualified by provisoes, &c.) more convenient; and where there are mutually dependent stipulations to be performed by each party, the form of a deed is essential. In the case, however, of an agreement for payment of an annuity, or of a sum of money by instalments (unless the whole amount is to become immediately payable on default in payment of an instalment), a bond is to be preferred to a deed of covenant, inasmuch as upon the obligor making default, judgment will be entered up for the penalty, and stand as a security for the future payments, for which execution (by the process of *scire facias*) may be issued as they fall due without the necessity of bringing a fresh action for each payment, as would be necessary under a deed of covenant. See Bullen & Leake's *Precedents of Pleadings*, 3rd ed., p. 115; 1st ed., pp. 68, 69.

twice the amount of principal money to be secured, to be paid to the sd, *obligees,* their exors, admors, or assigns, or to their attorney or attorneys, for which payment to be well and truly made, *if two obligors,* "we bind ourselves and each of us, our and each of our heirs, exors, and admors," *if three or more obligors,* "we bind ourselves and every of us and every three and two of us, our and every of our heirs, exors, and admors, and the heirs, exors, and admors of every three and two of us," jointly and severally firmly by these presents. Sealed with our respective seals. Dated this —— day of ——. obligees, with recitals.

WHAS, &c. NOW THE CONDITION, &c., *as in last Form.*

Signed, sealed, and delivered by the above-named —— in the presence of }

PRECEDENTS.

I.

BOND *from* ONE OBLIGOR *to* ONE OBLIGEE *for* PAYMENT *of a* SUM *of Money and Interest.* VARIATIONS *for* SEVERAL OBLIGORS *or* OBLIGEES.

Bond from A. [*B. and C.*] *to D.* [*E. and F.*], *see* p. 166.

THE CONDITION of the above-written bond is such that if the above bounden A., his [A., B., and C., or any of them, their or any of their] heirs, exors, or admors, shall on the —— day of ——, pay or cause to be paid to the above-named D., his exors, admors, or assigns [D., E., and F., or the survivors or survivor of them, or the exors or admors of such survivor, their or his assigns], the sum of £—— with interest for the same, from the date of the above-written bond, at the rate of £— per cent. per annum, without any deduction, Then, &c.

II.

BOND *for* PAYMENT *of money by* INSTALMENTS *with* INTEREST *on each instalment.* VARIATION, *where* INTEREST *is to be paid* HALF-YEARLY *on the whole* PRINCIPAL SUM *for the time being due, and where in case of* DEFAULT *in payment of any* INSTALMENT *or* INTEREST, *the* WHOLE PRINCIPAL SUM *is to become immediately due.* (*a*)

Bond from A. to B., in a sufficient penalty, see p. 166.

THE CONDITION of the above-written bond or obligation is such, that if the above bounden A., his heirs, exors, or admors, shall pay or cause to be paid to the above-named B., his exors, admors, or assigns, [the sum of £—— with interest for the same, from the date of the above-written bond, at the rate of £— per cent. per annum, by the instalments at the times, and in manner following (that is to say), the sum of £——, part thereof with interest upon the same instalment from the date and at the rate aforesd, on the —— day of ——, the sum of £—— further part thereof with interest upon such instalment, from the date and at the rate aforesd, on the —— day of ——, and the sum of £——, the residue thereof, with interest upon such residue, from the date and at the rate aforesaid, on the —— day of ——], [*or*, the sum of £—— by five equal yearly payments on the —— day of ——, in every year, the first of such payments to be made on the —— day of —— next, and shall also in the meantime and until the whole of the sd sum of £—— shall be paid off in manner aforesd, pay or cause to be paid to the sd B., his exors, admors, or assigns, interest for the same sum of £——, or for so much thereof as shall for the time being remain due and unpaid, at the rate of £— per cent. per annum, to be computed from

Instalments with interest thereon.

Instalments with interest on balance.

(*a*) See p. 166, note. Where in case of default the whole of the money is to become immediately payable, a deed of covenant will be more convenient than a bond.

the date of the above-written obligation, by half-yearly payments, on the —— day of —— and the —— day of —— in every year, the first of such payments of interest to be made on the —— day of —— next], Then the above-written bond or obligation shall be void, otherwise the same shall be and remain in full force and virtue : [But so nevertheless that in case default shall be made in payment of any of the sd respective sums of principal or interest, or any part thereof respectively within thirty days after the day or time hereinbefore mentioned and appointed for payment thereof respectively, then and in any such case the whole of the sd principal sum of £—— or so much thereof as shall then remain due and unpaid, together with the interest which shall have accrued due thereon, shall forthwith after such default become payable to the sd B., his exors, admors, or assigns, and be recoverable by virtue of the above-written bond.]

Whole principal due on default.

III.

BOND *for Payment of* ANNUITY *to* ONE *of* TWO PERSONS *and the* SURVIVOR *of them for their respective* LIVES.

Bond from A. to B. and C., in a penalty of twice the total amount of all the payments of the annuity according to its utmost probable duration, see p. 166.

THE CONDITION, &c., is such that if the above bounden A., his heirs, exors, or admors, shall pay to the sd B., his exors or admors, during the life of him the sd B., an annuity or yearly sum of £——, by four equal quarterly payments, on the —— day of ——, the —— day of ——, the —— day of ——, and the —— day of ——, in every year, together with an apportioned part up to the day of the death of the sd B. (*b*), and shall make the first of such

(*b*) The provisions for apportionment might probably be omitted, see the Act 33 & 34 Vict. c. 35.

payments on the —— day of —— next, and shall also in case the sd C. shall survive the sd B., pay to the sd C., his exors or admors, during the then remainder of the life of him the sd C., a like annuity or yearly sum of £——, payable on the like quarterly days, together with an apportioned part up to the day of the death of the sd C., and shall pay the first quarterly instalment of such last-mentioned annuity or a proportionate part thereof for the interval between the death of the sd B. and the first of the sd quarterly days which shall happen thereafter on such last-mentioned day, And shall make all the sd payments without any deduction whatsoever (except for income-tax), Then, &c.

IV.

BOND *by a* Principal *and* Two Sureties *for securing the* Balance *due on an* Account Current *with a* Banking Company, *with a* Proviso Limiting *the* Liability *of the* Sureties. Variations *where the* Customers *and the* Bank *are both* Firms, *and the Security is to be continued notwithstanding a* Change *in either* Firm; *also where a* Fresh Bond *is to be* Substituted *on a* Change *in the* Customer's Firm. (*c*)

Joint and several bond from A., principal debtor, and C. and D., sureties, "to the —— Bank, Limited, and their assigns," *or from A. and B., principal debtors,* "carrying on business in copartnership together, at, &c., as ——, under the firm of ——," *and C. and D., sureties, to L., M., and N.,* "bankers and co-partners, carrying on business at, &c., under the firm of ——," see p. 166.

Recital of agreement for account.

Whas the sd Bank [L., M., and N.], at the request of the sd A. [and B.], have agreed to open and keep an account

(*c*) See also the form of a guarantee to bankers, p. 56. A deed of covenant might in this case be more convenient in form than a bond.

with him [them], and to accept and discount bills, drafts, and notes, and make advances for the convenience and accommodation of the sd A. [and B., and other the person or persons who may hereafter be in partnership with them or either of them, in the sd business now carried on under the firm of ——], upon having the payment of the balance which may be from time to time due on any such account to the sd bank [the sd L., M., and N., their exors, admors, and assigns, or the persons or person for the time being carrying on the sd banking business], secured by the joint and several bond of the sd A. [and B.] and the sd C. and D. as sureties for him [them]. NOW THE CONDITION, &c., that if the sd A., [B.] C., and D., or any of them, or the heirs, exors, or admors of them or any of them shall from time to time, and at all times hereafter, pay or cause to be paid to the sd bank or their assigns [to the sd L., M., and N., or the persons or person for the time being carrying on the banking business now carried on under the sd firm of ——, or their or his respective exors, admors, or assigns], All such sums of money as shall at any time be due to the sd bank or their assigns [to the sd L., M., and N., or the persons or person for the time being carrying on the sd banking business, or their or his respective exors, admors, or assigns] by or from the sd A., his exors or admors, [the sd A. and B., or either of them, alone or jointly, with any other person or persons who may hereafter carry on the business now carried on under the sd firm of ——, in partnership with them or either of them, or by or from the exors or admors of them, him, or any of them], for or on account of bills, drafts, or notes, accepted, paid, or discounted, or advances or payments made to or for the use, accommodation, or convenience of the sd A., his exors or admors, [the sd A. and B. or either of them, alone or jointly with any future partner or partners in their sd business, or the exors or admors of them, him, or any of them], or for or on account of interest, commission, or any other usual or lawful charges which may be payable in respect of or incident to the trans-

Condition.

actions aforesd, or any of them, together with all costs and expenses which may be incurred or sustained by reason or in consequence of the premises. And so that the neglect or forbearance of the sd bank or their assigns [the person or persons from time to time carrying on the sd banking business] in enforcing payment of any monies, the payment whereof is intended to be hereby secured, or the giving time by them [them or him] for the payment thereof, shall not in any way release or exonerate the sd C. and D., or either of them, their or either of their heirs, exors, or admors, in respect of their or his liability under the above-written bond, but so also that the total amount to be recoverable on the sd bond against either of them the sd C. and D., or his heirs, exors, or admors, shall not exceed £—— [Or in case any change shall at any time take place in the firm of the sd A. and B., by the death or retirement of the present partners or either of them, or the admission of any new partner or partners or otherwise, then if the sd A. and B., or their respective heirs, exors, or admors shall procure both or all the partners for the time being in the sd firm, together with the sd C. and D., or their respective exors or admors, at their own costs and charges to execute and deliver to the sd bank or their assigns [the sd L., M., and N., their exors, admors, or assigns, or other the persons or person for the time being entitled to the benefit of the above-written bond] a bond similar to the above-written bond, and in the like penalty, and with a condition similar to this present condition, including this present clause, but with the names of the partners for the time being in the sd firm of the sd A. and B., substituted for the names of the sd A. and B., and with such other alterations as the deaths of parties or other changes of circumstances may require], Then, &c.

Giving time for payment not to release sureties.

Provision for change in firm of obligors.

V.

BOND *by an* INTENDED HUSBAND *for securing a* SUM *of* MONEY *to the* INTENDED WIFE *in case of her* SURVIVING *him.* VARIATIONS *where it is to* EXERCISE *a* TESTAMENTARY POWER *of* APPOINTMENT *in her favour.*

Bond from A., intended husband, to C. and D., trustees, see p. 166.

Recital of intended marriage between A. and B., [*and instrument creating power of appointment, if any*]. AND WHAS upon the treaty for the sd intended marriage, it was agreed that in consideration of such marriage, and of the property to which, upon the same taking effect, the sd A. will become entitled in right of the sd B., the sd A. should secure to the sd B. the sum of £ ——, in the event of her surviving him, by entering into the above written bond with the sd C. and D. as trustees for the sd B., with such condition for making void the same as is hereunder written: NOW THE CONDITION, &c., that if the sd intended marriage shall be duly solemnized within six calendar months from the date of the above written bond, and the sd B. shall survive the sd A., and the exors or admors of the sd A. shall pay [*or*, the sd A. shall, by his will or any codicil thereto in exercise of the sd power of appointment, bequeath or direct to be paid or otherwise secure] to the sd B. the sum of £ ——, to be paid to her or her exors or admors within —— calendar months after the decease of the sd A. without any deduction whatsoever, and the same shall be duly paid accordingly without any deduction, or if the sd intended marriage shall not be duly solemnized within six calendar months from the date of the above written bond, or if the sd B. shall not survive the sd A., Then, &c.

Recitals.

Agreement to execute bond.

Condition.

VI.

BOND *to a* PURCHASER *that an* INFANT *shall* CONVEY *when of age.*

Bond from A. to C., see p. 166.

Recitals shewing that A. and the infant B. are entitled to the estate in undivided moieties; that the infant is of the age of —— years; agreement by A. for sale of the entirety; agreement by C. to complete the purchase upon A. giving his bond for the execution of the conveyance by B. on his attaining twenty-one; deed of even date purporting to be conveyance of the entirety made between A. of the first part, B. of the second part, and C. of the third part; retention of moiety of purchase-money by C., or investment thereof in the names of trustees, or as the case may be:

Condition. NOW THE CONDITION, &c., that if the sd B. or his heirs shall, within —— calendar months after he shall have attained the age of twenty-one years, or, in case of his death before attaining that age, then if the heirs of him the sd B. shall, within one calendar month after his death or after such heirs shall be competent by law to make and execute a conveyance of freehold hereditaments (which shall last happen) upon payment by the sd C., his heirs or assigns, of the moiety of the sd purchase money which has been retained by the sd C. [invested] as aforesd, with interest for the same at the rate of £ —— per cent. per annum from the day of the date of the above written bond, and without any further sum of money or consideration being paid by or claimed from the sd C., his heirs or assigns, at the request of the sd C., his heirs or assigns (but at the cost of the sd B., his heirs, exors, or admors), execute the sd recited indre of even date herewith, and at the costs of the sd C., his heirs, exors, or admors, execute and do such other assurances and acts as may be reasonably required for assuring to or vesting in the sd C., his heirs or assigns, the undivided moiety and all other (if any) the estate and interest of the sd B. or his heirs of and in all and singular the sd hereditaments and premises in the

hereinbefore recited indre comprised or expressed to be thereby assured, free from all incumbrances and claims whatsoever, every such assurance to be prepared and tendered for execution by the sd C., his heirs or assigns: And also if the sd A., his heirs, exors, or admors shall, in the meantime, until such assurance and acts as aforesd shall have been executed and done, keep indemnified the sd C., his heirs, exors, admors, and assigns, and the sd hereditaments and premises from all claims and demands by or on the part of the sd B. or any person or persons claiming through, under, or in trust for him, Then, &c.

VII.

BOND *from a* LESSEE *and* SURETY *for* PAYMENT *of* RENT, &c.

Joint and several bond from A., the lessee, and B., the surety, to C., the lessor, see p. 166.

Recital of lease from C. to A.: AND WHAS the sd lease was agreed to be granted by the sd C. upon condition that the above bounden B. should join as a surety for the sd A. in a bond for the due payment of the rent reserved by [and performance of the covenants and conditions contained in] the sd lease: NOW THE CONDITION, &c., that if the sd A. and B. or either of them, their or either of their heirs, exors, or admors shall, during the continuance of the sd lease, duly pay to the sd C., his heirs or assigns, the rent thereby reserved upon the respective days thereby appointed for payment thereof, or within —— days next after such respective days [and shall during the continuance of the sd lease, duly observe and perform all and singular the covenants and conditions therein contained]. *Giving time for payment of rent, not to discharge B.*, p. 172, *mutatis mutandis*, Then &c.

Recitals.

Agreement for bond.

Condition.

VIII.

BOND *by a* RENT COLLECTOR *or other* AGENT *to* ACCOUNT.

Bond from A. to B., see p. 166.

Recital of appointment of A.: NOW THE CONDITION, &c., that if the above bounden A., his heirs, exors, or admors, shall, at all times hereafter whenever required by the sd B., his heirs, exors, admors, or assigns, render to him or them a true and full account of all and every the sum and sums of money received, paid, and disbursed by the sd A. as such receiver [agent] as aforesd, or otherwise for or on account of the sd B., his heirs, exors, admors, or assigns, and shall duly pay or cause to be paid to the sd B., his heirs, exors, admors, or assigns on demand, all and every the sum and sums with or for which the sd A., his heirs, exors, or admors, shall be chargeable by or accountable to the sd B., his heirs, exors, admors, or assigns, as such receiver [agent], as aforesd or otherwise, together with all costs, damages, and expenses to be incurred or sustained by him or them by reason of any default on the part of the sd A. in the performance of his duties as such receiver [agent] as aforesd, or otherwise in respect of the premises, Then, &c.

IX.

BOND *with Two Sureties for the* FIDELITY *of a* CLERK *or other person in the Employment of a sole* TRADER *or* FIRM (*so as to* KEEP ALIVE *the* OBLIGATION *notwithstanding any* CHANGE *in the* PERSONS *carrying on the business*), *or a* PUBLIC COMPANY; *the* SURETIES *being Liable to a* LIMITED AMOUNT. VARIATION *where the* CLERK *is* ELECTED ANNUALLY *by a company.*

Joint and several bond from A. (*clerk*) *and B. and C.* (*sure-*

ties), *to D., or D. and E.*, "carrying on business in copartnership together as, &c.," *or to*, "the — Company," *see* p. 166.

Recitals. Service.

WHAS the sd D. [and E.], *or*, "the sd company," has [have] agreed to take the above-named A. into his [their] service as clerk, or to act in such other capacity as the sd D [and E.], or other the person or persons for the time being carrying on the above-mentioned business of ——, *or* "the Board of Directors of the sd company" may from time to time require or appoint, or as may be from time to time agreed upon with the sd A. [for the period of one year from the —— day of ——], upon the sd A. and the sd B. and C. as sureties for him entering into the above written bond or obligation for the fidelity of the sd A., while in such employment as aforesd : [AND WHAS the sd A. may hereafter be re-elected to or continued in such office from time to time for some further period or periods, and it is intended and agreed that this security shall be in force during the whole of the time during which the sd A. shall be in the service of or employed by the sd Company in such capacity, or in any other capacity]: NOW THE CONDITION, &c., that if the sd A. shall at all times hereafter, so long as he shall be in the service or employment of the sd D. [and E. or either of them] alone or jointly with any other person or persons who may from time to time carry on the sd business of —— in partnership with him [them or either of them], or of any other person or persons who may hereafter carry on such business after the death or retirement of the sd D. [or E.], or the exors or admors of any such person or persons as aforesd or any of them, *or*, "of the sd company," as clerk or in any other capacity, faithfully, honestly, and diligently perform and discharge the sd service and all the duties which may devolve upon him the sd A., as such clerk or otherwise as aforesd, and shall, whenever required, duly and faithfully account to the sd D. [and E.], or the person or persons from time to time carrying on the sd business as aforesd, or the exors or admors of him, them, or any of them, *or*, "to the sd company" for all money, goods, and property whatsoever

Security to continue.

Condition.

for or with which the sd A. may be in anywise accountable or chargeable to or by him or them as such clerk, or otherwise as aforesd, and shall, whenever required, duly pay or deliver all such moneys, goods, and property to him or them; or in case the sd A., B., and C., or any of them, their, or any of their heirs, exors, or admors shall, when required, make satisfaction to the sd D. [and E.], or the person or persons from time to time carrying on the sd business as aforesd, or the exors or admors of him, them, or any of them, *or*, "to the sd company" for all such monies, goods, or property which may be lost, misapplied, or unlawfully disposed of by the sd A., or shall not be duly accounted for or paid or delivered as aforesd; and shall keep the sd D. [and E. and each of them], and such person or persons as aforesd, and the exors or admors of him, them, and every of them, *or*, "the sd company," indemnified against all losses, damages, and expenses whatsoever, by reason or in consequence of any such act or default of the sd A.; And so that any forgiveness or forbearance on the part of the persons or person from time to time carrying on the sd business, or the exors or admors of any such persons or person or any of them, *or*, "the sd Company" towards the sd A. in respect of his failure or neglect to perform such services and duties, or to make such payments as aforesd, shall not in any way release or exonerate the sd B. and C., or either of them, their, or either of their heirs, exors, or admors in respect of their or his liability under the above-written bond. And so also that the sd B. and C., or their respective heirs, exors, or admors, shall not separately or individually be liable to pay more than £—— each, by virtue of the above-written bond, Then, &c.

Giving time not to affect liability of surety.

Limitation of liability of surety.

X.

BOND *by a* PERSON *in an* OFFICE *of* PUBLIC TRUST, *with* SURETY *to* ACCOUNT.

Joint and several bond from A. and B. to C. (*a*), *see* p. 166: THE CONDITION, &c., that if the sd A., his exors, or admors, shall from time to time and at all times hereafter duly and faithfully account for, apply, and pay all and every the sum and sums of money which shall come to his hands or for or with which he shall be chargeable or accountable by virtue of his office of ——, or in consequence of his appointment to such office [according to the direction and true intent and meaning of the statute of the —— and —— years of the reign of her present Majesty intituled, &c., or any other statute or statutes or rules or regulations which may hereafter from time to time be in force for regulating the sd office or in relation thereto]. *Giving time not to affect liability of surety, and limitation of liability of surety*, p. 178, Then, &c.

XI.

SURETYSHIP BOND *for a* PUBLIC OFFICER, *for a limited amount* (*the* PRINCIPAL *not being a* PARTY).

Bond from A. (*surety*), *to B. and C.* (*a*) *and the survivor of them, his exors or admors, see* p. 166.

Recital of appointment of D. to office, &c.: NOW THE CONDITION, &c., that if the sd D. shall from time to time and at all times well and truly perform and fulfil all the duties required by the statute made, &c., or any other statute now in force or hereafter to be passed in any way relating to the office of ——, or required by any rule or regulation heretofore

(*a*) The person to be made obligee will be determined by statute or the practice of the office.

made, or hereafter at any time or times to be made in pursuance of any such statute or otherwise to be performed by him the sd D., as such —— as aforesd, and shall well and faithfully execute all the trusts reposed, or which shall or may be reposed in him as such ——, or in case of any default or defaults therein if the sd D., his heirs, exors, or admors shall from time to time pay to, *some public officer*, for the time being for the use of the person or persons who shall or may be entitled thereto or interested therein all such monies as shall or may be payable by or chargeable to the sd D., his heirs, exors, or admors for or in respect or in consequence of such default or defaults, or if the sd A., his heirs, exors, or admors shall pay such monies to an amount not exceeding in the whole £2,000, *Giving time not to affect liability of surety, see* p. 178. Then, &c.

XII.

BOND *by* SURETY *for the due* OBSERVANCE *by another of* ARTICLES *of* PARTNERSHIP. (*b*)

Bond from A., surety, to B. and C., see p. 166.

Recitals. *Recite articles of partnership between B., C., and D.:*

Agreement for bond. AND WHAS it was part of the arrangement for taking the sd. D. into the sd partnership that the sd A. should enter into and execute a bond for the due observance by the sd D. of

Condition. the sd articles of partnership: NOW THE CONDITION, &c., that if the sd D. shall and do faithfully perform and observe all and every the terms, provisoes, covenants, and agreements in the sd indre contained and agreed by him to be performed and done, and if the sd A., his heirs, exors, or admors shall, and do from time to time, and at all times hereafter, keep indemnified the sd B. and C. and their respective heirs, exors, and admors from all losses, costs, charges, and expenses which they or any of them shall or

(*b*) A suretyship bond for the observance of any other kind of agreement may be readily framed from this.

may incur or sustain by reason or on account of the breach or non-performance of all or any of the terms, provisoes, covenants, and agreements in the sd indre contained and agreed to be by him, the sd D., performed and done, so and in such manner that he the sd A. shall and may be answerable to the sd B. and C. and their respective exors and admors for such losses, costs, charges and expenses in such and the same degree and manner as if he the sd A. had been a party to the sd indre, and had been thereby constituted a partner in the sd joint business in the place and stead of the sd D., and had entered into the covenants and engagements therein contained on the part of the sd D., and not further or otherwise, Then, &c.

XIII.

BOND *not to carry on a certain* TRADE *or Business within certain* LIMITS. (*c*) VARIATION, *where a* SUM *is fixed as* LIQUIDATED DAMAGES *for any default.*

Bond from A. to B., see p. 166.

Recitals of the circumstances under which the bond is given. Recitals.

AND WHAS the sd A. has agreed with the sd B. not to set up or carry on the trade or business of —— aforesd in the sd town of —— or within —— miles thereof, or to solicit the custom of any of the customers of the sd B. as hereinafter mentioned [or otherwise to pay to the sd B. £—— as liquidated damages]. NOW THE CONDITION, &c., that if the sd A. shall not at any time hereafter [during —— years from the date of the above-written bond] directly or indirectly, and either alone or in partnership with or as agent, clerk, or servant of any other person or persons, or otherwise howsoever set up or carry on the trade or business of ——, or any branch thereof, or any trade or business connected therewith, or buy, sell, or otherwise deal in any of the articles of the sd trade or business within the sd town

Agreement not to carry on trade.

Condition.

(*c*) See p. 48, note: and see also Pollock, Principles of Contract, 284.

of ——, or within —— miles from the [town-hall thereof], without the consent in writing of the sd B., his exors, admors, or assigns being first obtained for that purpose; and if the sd A. shall not either by himself or by any other person or persons, either on behalf of himself or any other person or persons at any time hereafter [during the sd term of —— years], solicit the custom of any of the persons who are now or may hereafter from time to time be the customers of the sd B., his exors, admors, or assigns, in or in connection with such trade or business as aforesd, or solicit any of such persons to discontinue his or her dealing with the sd B., his exors, admors, or assigns; [or, in the event of the sd A. in any respect failing to observe any of the conditions hereinbefore expressed, then and in such case if the sd A., his heirs, exors, or admors, shall forthwith pay to the sd B., his exors, admors, or assigns, the sum of £——, as liquidated and ascertained damages for such default, and not as a penalty, without any deduction;] But so that nothing herein contained shall prejudice or affect the right of the sd B., his exors, admors, or assigns, to restrain by injunction any breach on the part of the sd A. of the agreement hereinbefore recited, and to recover damages against him, his exors, or admors, for any antecedent breach thereof, in lieu of taking proceedings against him or them under the above-written bond. Then, &c. (*d*)

Provision for liquidated damages.

XIV.

BOND *to* Resign *a* Living. (*e*)

Bond from A. to B., see p. 166.

Recital. Whas the above-named B., as the patron of the vicarage or living of —— in the county of ——, which is now vacant,

(*d*) A deed of covenant might, in this case, be more convenient.

(*e*) See 9 Geo. IV. c. 94. The bond must be executed before the obligor is presented (s. 1), and one part must be deposited in the diocesan registry within two months of its date (s. 4).

has agreed and intends forthwith to present the above bounden A. thereto upon the condition or understanding that the sd A. shall at the request of the sd B., or the patron or patrons for the time being of the sd living, resign and relinquish the same to the intent that the sd B. or such patron or patrons may present thereto C. or D. (two of the sons of the sd B.), if and when either of such sons shall be of a sufficient age and qualified to hold the same, and that the sd A. should enter into the above-written bond or obligation for the due performance of the sd engagement, with such condition for making void the same as is hereinafter expressed. NOW THE CONDITION, &c., that if the sd A. shall be duly presented, instituted, and inducted to the sd vicarage or living of ——, and either of them, the sd C. and D., shall, during the life of the sd A., attain a sufficient age and become qualified to hold the sd vicarage or living, and the sd A. shall within one calendar month after request in writing in that behalf, made to him or left at his usual or last known place of abode, by and at the cost and charges of the sd B., or the patron or patrons for the time being of the sd vicarage or living, absolutely resign, relinquish and yield up the sd vicarage or living with all the rights, members, and appurtenances thereof, and all the estate and interest of the sd A. in the same, and procure such resignation to be duly accepted so that the sd vicarage or living may within such month become vacant to the intent that the sd B. or such patron or patrons as aforesd, may present thereto such one of them, the sd C. and D., as the sd B., or such patron or patrons as aforesd, shall think fit, or in case the sd A. shall not be duly presented instituted and inducted to the sd vicarage or living as aforesd, or in case neither of them, the sd C. and D., shall during the life of the sd A. attain a sufficient age and become qualified to hold the same, or in case no such request as aforesd shall be made to the sd A. by the sd B., or such patron or patrons as aforesd, Then and in any of the sd cases, &c.

Condition.

XV.

POST-OBIT Bond *with* Variation *where a* Surety *joins.*

Bond from A. to C., or joint and several bond from A., principal, and B., surety, to C., see p. 166.

Recitals. Whas the above bounden A. is in expectation of succeed-
Expectation. ing to a considerable sum of money or other property upon
Ages. the decease of D. of, &c. : And whas the sd A. is now of the age of —— years or thereabouts, and the sd D. is of the age of —— years or thereabouts and in good
Agreement. health : And whas the sd A. having occasion for the sum of £—— to supply his immediate wants, has applied to the above-named C. to lend him the same which the sd C. has agreed to do upon the sd A. [and the sd B. as his surety] entering into the above-written obligation with such condition for making void the same, as is hereinafter contained for securing the repayment to the sd C. of the sum of £—— in case the sd A. shall survive the sd D., but not otherwise: [*or,* And Whas the above-named C. has contracted with the above-named A. for the purchase of the sum of £—— to be paid to the sd C. in case the sd A. shall survive the sd
Bond to be executed. D., but not otherwise, for the price or sum of £——: And whas upon the treaty for the purchase of the sd contingent sum of £——, it was also agreed that the payment thereof in the event aforesd should be secured by the above-written obligation of the sd A. [and the sd B. as his surety] with such condition for making void the same as is herein-
Money paid. after contained]: And whas in pursuance of the sd agreement the sd C. has paid the sd sum of £—— to the sd A., as he, the sd A., doth hereby acknowledge. NOW THE
Condition. CONDITION, &c., that if the sd A. shall survive the sd D., and the sd A., his heirs, exors, or admors, [the sd A. and B. or either of them or the heirs, exors, or admors

of them or either of them] shall within —— calendar months after the decease of the sd D., pay or cause to be paid to the sd C., his exors, admors, or assigns, the sum of £——, without any deduction or abatement whatsoever, or if the sd A. shall die in the lifetime of the sd D., Then, &c.

CONDITIONS OF SALE.

I.

GENERAL CONDITIONS *on* SALE *by* AUCTION *of* FREEHOLDS *or* COPYHOLDS *or both.* VARIATIONS *for a Sale in* LOTS, *and adapted to different circumstances.* (*f*)

Biddings.

1. THE highest bidder [for each lot] shall be the purchaser, and if any dispute arise as to any bidding, the property [lot] shall be put up again. There will be a reserve price [for each lot], and the vendors or their agents shall be at liberty to bid up to the reserve (*g*). No person shall advance a less sum at each bidding than £——, *or*, "than shall be named by the auctioneer on putting up the lot," and no bidding shall be retracted.

2. *Valuations of timber, fixtures, &c., see* SPECIAL CONDITIONS, p. 195.

Deposit, purchase-money, and interest.

3. The [Each] purchaser shall immediately after the sale pay into the hands of the auctioneer a deposit of £—— per cent. on his purchase-money, and sign an agreement in the form subjoined, and shall pay the residue of the

(*f*) In preparing conditions of sale the provisions of the Vendor and Purchaser Act, 1874, 37 & 38 Vic. c. 78, s. 1, 2, & 3 should be borne in mind. See also AGREEMENTS; Dart, V. and P., and 1 Davidson Prec.

(*g*) As to the necessity for stating whether the sale is subject to a reserved price, see the Sale of Land by Auction Act, 1867, 30 & 31 Vic. c. 48.

purchase-money [together with the amount of the aforesd valuation] to the vendors, or as they shall direct, at the time and place hereinafter fixed for the completion of the purchase, and if from any cause whatever other than the default of the vendors, the purchase [of any lot] shall not be completed on or before that day, the purchaser shall pay to the vendors interest on the balance of the purchase-money [and the amount of the aforesd valuation] at the rate of £5 per cent. per annum from that day until the completion of the purchase, but this stipulation is without prejudice to the vendors' rights under the last of these conditions.

Incumbrances.

4. The property is sold subject [*if copyhold*, to the manorial rents, fines, heriots, and services, and] to all chief, quit, and other rents, rights of way and water, and other easements affecting the same, [liability to repair or contribute to the repair of roads, bridges, seawalls, dykes, sewers, drains, fences, and other like matters] and other outgoings and incidents of tenure, and subject also to the existing tenancies and tenant-rights, *or*, "the leases and agreements with tenants and occupiers, the counterparts or copies whereof [will be produced at the sale, and] may be inspected at the office of the vendors' solicitor at any time within one week prior to the day of sale during business hours." (*h*)

Delivery of abstract.

5. An abstract of title in conformity with these conditions to the property [each lot] will be delivered or sent by post to the [each] purchaser or his solicitor [within, *one week*, from the day of sale, (*j*)] [but no purchaser of two or more lots held wholly or partially under a common title shall be entitled to more than one abstract of such title, otherwise than at his own expense].

6. *Title and commencement of title, see* SPECIAL CONDITIONS, II.

(*h*) See another form of these provisions, p. 8, and SPECIAL CONDITIONS, IV.

(*j*) See Dart, V. and P., vol. i. p. 125, 5th edit..

Recitals evidence.

7. Every deed [entry on court roll] and document dated —— years or upwards prior to the day of sale shall be conclusive evidence of everything recited, stated, noticed, or implied therein [and of the contents and due execution of every deed or other document recited, stated, or noticed therein, and of which neither the original, nor an attested copy, nor a covenant for production, is in the vendors' possession, and shall also be conclusive evidence that such recited, stated, or noticed deed or document contained no other matter material to the title].

Expenses.

8. The [Every] purchaser shall bear the expense of examining all records, registers, [court rolls], wills, and public documents of every description, and of the production of all deeds and evidences of title not in the possession of the vendors, whether such examination or production shall be required for verification of the abstract or otherwise, and also all expenses of procuring or attempting to procure and making, whether for completing or verifying the abstract or otherwise, of all office, attested, or other copies of or extracts from, records, registers, [court rolls], deeds, wills, and other documents of every description, whether in the vendors' possession or not, and of obtaining, making, and producing all statutory declarations, certificates, and other evidence or information of any kind not in the vendors' possession, for whatever purpose required, and of all searches, inquiries, or journeys, for any of the above purposes [and of the registration or enrolment of any deeds, wills, or other documents, and the stamping of any unstamped or insufficiently stamped documents, if any such there be, which, however, is not known to be the case].

Another form.

The expense of obtaining, furnishing, making and producing all documents, evidence, and information whatsoever not in the vendors' possession, and all copies of or extracts from deeds, wills, or other documents, whether in their possession or not, for whatever purpose required, and of all searches, inquiries, and journeys for any of the above purposes, shall be borne by the purchaser.

9. No objection or requisition shall be made on the ground of any covenant for the production of deeds or muniments of title being defective or insufficient, or on the ground of the absence of any such covenant. (*k*) Insufficiency of covenants to produce.

10. The [Each] purchaser shall [notwithstanding any variation in names, quantities, or otherwise] admit the identity of the property [lot] purchased [by him] with that comprised in the muniments offered by the vendors as the title to such property [lot] upon the evidence afforded by a comparison of the descriptions in the particulars and muniments [and a statutory declaration to be made, if required, at the purchaser's expense, that the property [such lot] has been enjoyed according to the title shown for [20] years or upwards prior to the day of sale [except as to lot —, any declaration as to which shall not be carried back further than the year 18—, *or*, "than the date from which the title thereto is to be deduced according to these conditions."]] Identity.

The vendors shall not be required to furnish any evidence of the identity of the present with any former description of the property [any lot] beyond what may be afforded by the muniments themselves, nor to reconcile differing descriptions [nor to distinguish the freehold from the copyhold part of the property, nor the parts held under different titles]. (*l*) Another form.

11. The [Each] purchase shall be completed on the —— day of —— next, at the office of the vendors' solicitors, Messrs. ——, at ——, at which time and place, on payment of the residue of the purchase-money [and the amount of the valuation aforesd], and interest (if any) as aforesd, a proper assurance, executed by the vendors and all other necessary parties, shall be handed to the purchaser. [Every] such assurance [and every other instrument and act which shall be required by the [any] purchaser for getting in or releasing any outstanding estate, right, or interest, or for com- Completion and conveyance.

(*k*) See the Vendor and Purchaser Act, 1874, 37 & 38 Vic. c. 78, s. 2.
(*l*) See also SPECIAL CONDITIONS, VI.

pleting the vendors' title, or for any other purpose] to be prepared [made and done] by and at the expense of the purchaser [requiring the same], and the draft thereof to be left at the office aforesd, at least —— days and the engrossment at least —— days before the day of completion, for perusal and execution respectively by the vendors and other necessary parties (if any) [and the expense of the perusal on behalf of and execution and acknowledgment by all parties other than the vendors of all such assurances, shall be borne by the purchaser [requiring the same]]. [The vendors being trustees, *or*, "mortgagees selling under a power," shall not be required to enter into any covenant except the usual covenant that they respectively have not incumbered [and the qualified covenant for production of muniments mentioned in the —— condition], and none of the persons beneficially interested except any person whose consent is necessary to the sale shall [The mortgagor shall not] be required to join in any assurance for any purpose].

Possession. 12. The [Each] purchaser shall on the completion of the purchase be let into possession or receipt of the rents and profits as from the sd —— day of —— next, up to which day all outgoings shall be cleared by the vendors; and the rents, profits, and outgoings shall, if necessary, be apportioned for the purpose of this condition [by the auctioneer, at the expense of the purchaser]. (*m*)

13. *Custody of title deeds and covenants to produce, see* SPECIAL CONDITIONS, VIII.

Requisitions. 14. Within *twenty-one days* after the delivery of the abstract the [each] purchaser shall furnish to the solicitor of the vendors a statement in writing of his requisitions and objections arising on the abstract particulars and conditions [and within *fourteen days* after the delivery of the vendors' replies to the purchasers' requisitions and objections (if any), the purchaser shall furnish to the solicitor of the vendors a statement in writing of his further

(*m*) See another form of this provision above, p. 9.

requisitions or objections, if any, arising on such replies] (*n*); and every requisition or objection not so stated shall be considered as waived; and if no requisition or objection shall be so stated, the title shall be considered as accepted; and in these respects time shall be deemed of the essence of the contract; and if the [any] purchaser shall insist on any objection or requisition, either as to title, conveyance, or otherwise, which the vendors shall be unable or [on the ground of difficulty, trouble, or expense, or on any other reasonable ground be] unwilling to remove or comply with the vendors shall, notwithstanding any previous negotiation or litigation, be at liberty by notice in writing to be given by them or their solicitors to the purchaser, or his solicitor, to annul the sale, and shall in that case return to the purchaser his deposit without interest, costs, or compensation.

Compensation for misdescription.

15. No error, misstatement, or omission in the particulars shall annul the sale, but a reasonable abatement or compensation, regard being had to the amount of the purchase-money, shall, if demanded in writing, prior to [the time hereby fixed for] completion (for which purpose time shall be deemed to be of the essence of the contract) be allowed or paid by the vendors or purchaser, as the case may require, in respect of any such error, misstatement, or omission [except as to the quantities, which are believed, and shall be taken to be correct], the amount to be fixed by the auctioneer, *or*, "by two referees, one to be appointed by each party, or their umpire, whose decision shall be final; but if either party shall refuse or neglect to name a referee within fourteen days after being required so to do by notice in writing from the other party, the referee nominated by the last-mentioned party may proceed to act alone, and his decision shall be final."

Another form.

The property is believed, and shall be taken to be correctly described as to quantity and otherwise; and any error,

(*n*) The addition in brackets is not usual, but may tend to prevent unnecessary delay in completion.

No compensation.

misstatement, or omission in the particulars shall not annul the sale, or give rise to any claim for an abatement or compensation on either side.

Non-compliance with conditions.

16. If the [any] purchaser fail to comply with these conditions, his deposit shall be forfeited, and the vendors shall be at liberty to resell the property [lot or lots sold to him], either by public auction or private contract; and the deficiency (if any) arising on such second sale, together with all expenses attending the same, shall be made good, and paid by the purchaser at the present sale as liquidated damages; and it shall not be necessary for the vendors previously to tender any conveyance to him.

Memorandum to be appended to conditions.

It is hereby agreed between Messrs. ——, as agents for A. and B., (*o*) *vendors*, and —— of ——, that at the sale by auction this —— day of —— of the property described in these particulars, the sd —— was the highest bidder for and has become the purchaser of the property [lot——] described in these particulars for the sum of £ ——, and that he has paid to the sd Messrs. —— the sum of £—— as a deposit and in part payment of the purchase-money, and that these particulars and conditions shall be taken as the terms of agreement for the sd sale and purchase [so far as the same are applicable to a sale by private contract]: As witness our hands this —— day of —— 18—.

Variation for sale by private contract.

Purchase-money, £——
Deposit paid, ——
Balance, ——
Abstract to be sent to ——

(*o*) That the names of the vendors, or such a description of them as will sufficiently identify them, must appear on the contract, see *Potter* v. *Duffield*, L. R. 18 Eq. 4, and the cases there cited. See also *Sale* v. *Lambert*, L. R. 18 Eq. 1; *Commins* v. *Scott*, L. R. 20 Eq. 11; and *Beer* v. *London and Paris Hotel Company, Limited*, L. R. 20 Eq. 412.

II.

GENERAL CONDITIONS *on* SALE *by* AUCTION *of* LEASEHOLDS. VARIATIONS *for a Sale in* LOTS, *and adapted to different circumstances.* (*a*)

1. *Condition as to biddings*, p. 186.

2. *Valuations of fixtures, &c. See* SPECIAL CONDITIONS, I.

3. *Condition as to deposit, purchase-money, and interest*, p. 186.

4. *Incumbrances*, p. 187.

5. *Delivery of abstract*, p. 187.

Title to be shewn.

6. The title [to each lot] shall commence with a lease [underlease] dated, &c., and the purchaser shall (*b*) not call for the production of or make any objection or requisition respecting the lessor's or previous title, although the same may be recited or referred to [or he may otherwise have notice thereof], but shall assume that such lease was well granted [and that any lease purporting to be granted in exercise of a power was in conformity with such power].

Production of lease &c. before sale.

7. The lease and counterpart of the underlease of the property [The respective leases, and counterparts of the underleases or agreements with the tenants relating to the several lots] or copies thereof will be produced at the sale, and may be inspected at the office of the vendors' solicitors at any time within —— days previously during business hours, and the purchaser [respective purchasers] shall be deemed to have full notice at the time of the sale of the contents thereof.

Evidence of performance of covenants.

8. The receipt for the last payment of rent accrued previously to the completion of the purchase [of each lot] shall be accepted as conclusive evidence of the performance of all the covenants and conditions contained in the lease [of such lot] or of the effectual waiver of any breach thereof up to the completion of the purchase.

(*a*) See also SPECIAL CONDITIONS, X.

(*b*) See the Vendor and Purchaser Act, 1874, 37 & 38 Vic. c. 78, s. 2.

9. *Condition as to recitals being evidence,* p. 188.
10. *Expenses,* p. 188.
11. *Insufficiency of covenants to produce,* p. 189.
12. *Identity,* p. 189.
13. *Completion and conveyance,* p. 189.

Indemnity to vendors against rent, &c.

14. The purchaser [of each lot] shall covenant to indemnify the vendors against the rents and covenants of the lease [under which the same is held], and shall for that purpose, if required, at the joint expense of the purchaser and the vendors, prepare, execute, and deliver to the vendors a counterpart of the assurance.

15. *Custody of title deeds and covenants to produce, see* SPECIAL CONDITIONS, VIII.
16. *Apportionment of rents, see* SPECIAL CONDITIONS, V.
17. *Possession,* p. 190.
18. *Requisitions,* p. 190.
19. *Compensation for misdescription,* p. 191.
20. *Noncompliance with conditions,* p. 192.

Form of agreement, p. 192.

SPECIAL CONDITIONS.

I.

Valuations *of* Timber, Fixtures, &c.

Timber.

1. The timber and timber-like trees, down to the value of one shilling per stick, pollards, tellers, and underwood [and the growing crops], shall be paid for by the purchaser at a valuation to be made by the auctioneer at the joint expense of the vendors and purchaser, [*or*, by two persons, one to be named by the vendors, and the other by the purchaser, or by an umpire to be named by the valuers before proceeding to the valuation, but if either the vendors or purchaser refuse or neglect to name a valuer, or to notify the same in writing to the other party within ten days after being requested by such party so to do, or if either of the valuers refuse or neglect to act, then the valuation shall be made by the valuer (if duly notified as aforesd) of the other party alone]. If such valuation shall not be made as aforesd, then the sd timber, trees, and other things, shall be paid for at their fair value, *or*, "at the sum of £——, at which sum the same have been specially valued for the purposes of this sale," [but as regards the copyhold part of the property such interest only as the vendors have in the timber is to be considered as included in the sale].

Timber on copyhold property.

Fixtures and furniture.

2. The fixtures and furniture in or upon the property [any lot] shall be paid for by the purchaser at a valuation to be made, &c., *as above, No.* 1.

Public-house valuations.

3. The purchaser shall take at a fair valuation, to be made by two appraisers (one to be appointed by the vendors,

and the other by the purchaser), or their umpire, to be chosen in the usual manner, all the furniture, tenants' fixtures, fittings, and effects on the premises (other than the stock-in-trade, and such things as the vendors may desire to remove), and the decision of the appraisers or umpire as to what are tenants' fixtures and fittings shall be conclusive. The purchaser shall also take such of the stock-in-trade upon the premises as shall not have been sold or disposed of at the time of the completion of the purchase according to the valuation of two gaugers, one to be appointed by the vendors, and the other by the purchaser, or their umpire to be chosen in the usual manner, and the amount of the respective valuations, and a proportion for the time unexpired of the licenses and fire insurance appertaining to the premises and to the effects therein, and of all outgoings, shall be paid by the purchaser at the time of the completion of the purchase, and if the purchaser shall neglect or refuse to appoint an appraiser for three days after being required so to do, or to appoint a gauger on request, or if the appraiser or gauger appointed by the purchaser shall neglect or refuse to nominate an umpire on request or to proceed in the valuation, the appraiser or gauger appointed by the vendors shall make the valuation alone, and the same shall be binding on the purchaser.

II.

Title *and* Commencement *of* Title.

Title commencing with one deed.

1. The title shall commence [as to lots ——] with indentures of lease and release, dated, &c., and the purchaser shall not call for the production of or investigate or make any requisition or objection in respect of the prior title, whether the same may or may not appear by recital or otherwise in any abstracted deed, or document.

II. The title shall commence as to the greater part of the property with a conveyance on a purchase, dated, &c., and as to the remainder of the property (being the copyhold part), with an admission, dated, &c., [*or*, The title to the property shall commence as to the different portions thereof hereinafter specified with the documents hereinafter mentioned (namely), as to the great bulk of the property [lots ——] with &c., as to the portions coloured —— in the annexed plan [lots ——] with &c., as to certain portions containing about —— acres, which cannot now be identified or distinguished, but which are included in that part of the property which is coloured —— in the plan [lot ——], with &c.], and in every case the respective assurances or documents with which it is above stipulated that the title to the respective parts of the property [lots] shall commence shall be accepted as good roots of title, and the purchaser shall not investigate, &c., *as in* No. I. Title commencing with several instruments.

III. The title shall commence with the will of a testator, who died in 18—, and no proof shall be required of the testator's seisin or ownership, [*or*, The title shall commence with a general devise of real estate made by the will of a testator, &c., and the purchaser shall assume without proof the seisin or ownership of the testator, and that the property passed by the devise]. *Earlier title not to be called for, see* No. I. Title commencing with will.

IV. The title shall commence with, &c. The earlier title deeds in the possession of the vendors and an abstract thereof may be inspected at any time before the sale at the office of the vendors' solicitor, during business hours, but no investigation into, or objection or requisition in respect of the prior title shall be made subsequently to the sale. Inspection of earlier title before sale.

V. The title shall commence with, &c. But as this restriction is only made to prevent unnecessary expense to the vendors, they will, if required, deduce the earlier title, commencing with, &c., on payment by the purchaser of the expenses thereby occasioned to them (including the cost of making the abstract), and provided the purchaser shall Option to purchaser to call for earlier title at his own expense.

require the production of such earlier title by a written notice to the vendors or their solicitor, within —— days after the delivery of the abstract of the later title.

Proof of title to be partially dispensed with on the ground of a recent investigation.

VI. In the year ——, certain property held under the same title as that now offered for sale was sold by the vendors to —— for a sum exceeding £——, upon which occasion the title was approved after a close and searching investigation [*or*, The property was formerly part of the "—— estate," and was purchased by the late owner, under whom the vendor claims, in the year ——, on which occasion the title was fully investigated], of which fact a statutory declaration, to be furnished, if required, at the expense of the purchaser, shall be sufficient evidence. It is accordingly stipulated, in order to save the unnecessary trouble and expense of another investigation of the title prior to the year ——, that the purchaser shall be content with an abstract commencing with, &c., and shall not [after the sale] call for or investigate or make any requisition or objection respecting the earlier title, [*add, if thought fit, an offer as to inspection of the earlier title before the sale, or give the purchaser the right of calling for it at his own expense, as above, Nos.* IV. *and* V.].

Commencement of title as to small lots on sale of family estates.

VII. As the whole of the property now offered for sale (with the exception of part of lot ——) forms part of settled estates which have been in the same family for a considerable period (of which fact a statutory declaration, to be furnished, if required, at the expense of the purchaser, shall be sufficient evidence), and an abstract of the whole title is necessarily voluminous, the vendors stipulate that with respect to any lots, the purchase-money whereof shall not exceed £——, the purchasers thereof shall only be entitled to an abstract commencing with the settlement, dated in the year ——, under a power of sale contained in which the present sale is made, and which contains recitals of the earlier title, and such purchasers shall not be entitled to make any requisition or objection respecting such earlier title [but shall be at liberty, either before or after the sale,

at their own expense, to examine at the office of the vendors' solicitors an abstract thereof, and to compare the same with the deeds].

Purchaser to take title accepted by vendors.

VIII. As to certain small portions of the property, comprising together about —— acres, which were purchased by the present vendors at various times between the years —— and ——, the purchaser shall be content with such title as the vendors accepted on such respective purchases.

Recent commencement, prior title deduced by recital.

IX. The abstract shall commence with a deed of conveyance, dated, &c., which deduces the title to the property by recital from the year ——, but the purchaser shall not make any requisition or call for any evidence or information as to any deed, matter, or thing recited, disclosed, or referred to in such conveyance or otherwise in relation to the prior title.

As to foregoing investigation of title.

X. Any purchaser who shall be willing to forego the investigation of the title and to accept a conveyance (prepared by the vendors' solicitors) of the lot purchased by him, and shall apply to them for such conveyance within —— days of the sale, may have the same free of all expenses except the payment of the stamp duty and of —— guineas to the vendors' solicitors for the expenses connected with such conveyance. But every purchaser who shall elect to accept such conveyance as to any lot must make the same election as to every other lot purchased by him. A copy of the form of conveyance will be produced at the sale, and may be inspected afterwards at the office of the vendors' solicitors.

Enfranchised copyholds.

XI. As to part of the property which was formerly copyhold, held of the manor of ——, and was enfranchised in the year ——, the purchaser shall not call for the production of the title of the lord of the manor, or make any objection or requisition in respect thereof, and shall take subject to the reservations and matters contained in the deed of enfranchisement.

Exchange.

XII. As to any parts of the premises which have been derived under exchanges the vendors shall not be required to produce any evidence of the title of the persons from

whom the same were taken in exchange anterior to the deed or deeds by which such exchanges were effected, nor to deduce the title to the lands given in exchange, but such exchanges shall be assumed to have been in all respects valid.

Allotment under Enclosure Award.

XIII. The title to part of lot —— shall commence with an award, dated, &c., under an Enclosure Act, and the purchaser shall assume the validity and regularity of the award, and shall not call for the title to the lands in respect of which the allotment was made, but shall assume that the allottee became seised in fee simple of the land allotted, subject only to the reservations and matters contained in the award.

Purchase from Railway Company.

XIV. As to lot ——, which was purchased by the vendors in the year ——, at a sale of a portion of the surplus property of the —— Railway Company, the abstract shall commence with the conveyance to the vendors, dated, &c., and the purchaser shall not call for or investigate the prior title, or make any requisition or objection with respect to the powers of the Company, or their compliance with the requirements of their Acts with reference to the acquisition or sale of the property comprised in this lot, or on account of the Company having been accountable to the Crown under any bond for payment of duties on passengers or otherwise.

Satisfied term.

XV. In the year —— a term was assigned to attend the inheritance. The purchaser shall not be entitled to investigate the earlier title to the term or to require any evidence or information beyond what is afforded by the documents showing the title to the inheritance as to the creation of or prior dealings with the same.

As to roads and rights of way.

XVI. Every purchaser shall be satisfied with such roads and rights of way to the property as at present exist, without requiring any evidence of the grant or right of user thereof.

III.

Miscellaneous Conditions *as to* Title, *&c.*

Dower and freebench.

I. It shall be assumed that a former owner who conveyed, *or*, "died seised or possessed of" the property in the year ——, left no widow who would be entitled to dower.

Another form.

II. It shall be assumed that the wife or widow (if any) of every owner of any portion of the property who conveyed the same, or died seised or possessed thereof, upwards of —— years ago, is dead, or barred of dower and freebench, *or*, "that no former owner of any part of the property left a widow who would be entitled to dower or freebench."

Sale by mortgagees.

III. The vendors are selling as mortgagees, under a [the statutory] power of sale, and the concurrence of the mortgagor, or of any other person besides the vendors, shall not be required. The purchaser shall not be entitled to any further proof that the mortgage-money remains owing or that the power of sale is properly exercisable than the production of the mortgage-deed, nor to any further covenant by the vendors than the usual covenant against incumbrances.

Sale by mortgagees by demise of leaseholds.

IV. The vendors are selling as mortgagees under a power contained in the mortgage, which was made by underlease for the term granted by the original lease less one day, with a declaration that upon a sale the mortgagor should stand possessed of such nominal reversion of one day in trust for the purchaser. The vendors shall not be required to get in, or bear the expense of getting in the sd nominal reversion, or to procure the concurrence of the mortgagor for any purpose.

Former sale by mortgagees.

V. The property was conveyed to the vendors in the year —— by a mortgagee, under a power of sale contained in the mortgage. The purchaser shall not require proof that proper notice to pay off the mortgage-money had been given to the mortgagor, or that default had been made in payment thereof, or in any way question the regularity of the sale.

Proceedings in Chancery.

VI. The property was purchased in the year —— at a sale by the Court of Chancery in a suit for executing the trusts of a will. The chief clerk's certificates in the suit in which the estate was administered shall be accepted as conclusive evidence of the matters therein found and certified, and the purchaser shall not require any copies, extracts, or abstracts of the evidence on which such certificates were founded, or any proof beyond what appears on the record of the proper parties having been before the Court.

Supplemental abstract where enfranchisement pending.

VII. As regards any enfranchisement or commutation of manorial rights which may be pending but incomplete at the time of the delivery of the abstract, the vendors shall deliver a supplemental abstract of the same as soon thereafter as circumstances will permit; and these conditions shall be considered to apply to such supplemental abstract as from the time of the delivery thereof.

Expenses, stringent.

VIII. With the exception of the expense of making and delivering the abstract, as provided by the —— condition, all expenses whatsoever (whether occasioned to the vendors or the purchaser) of and incidental to the verification or completion of the abstract, or the investigation or proof of the title, or the preparation, perusal, execution, and completion of the conveyance, and all other costs and charges [save as hereinbefore provided], shall be borne and paid by the purchaser.

Disputes to be referred to auctioneer.

IX. Any dispute or difference arising either between any purchaser and the vendors, or between any of the purchasers on any matter arising out of the particulars or plans, shall be left wholly to the auctioneer to determine, who shall also decide how the costs of such reference shall be borne, and his decision shall be binding on all parties.

Execution of conveyance by attorney.

X. In the year —— a conveyance of part of the property was executed by attorney. No objection shall be made as to the sufficiency of the power of attorney, and no proof shall be required that the principal was then alive, or that the power remained in force.

IV.

Incumbrances *and* Outstanding Estates.

Payment of legacies and annuities.

I. The legacies bequeathed by a testator, who died —— years or upwards before the sale, shall be presumed without proof to have been paid; and it shall be assumed that two annuities of £—— and £——, bequeathed by a testator, who died in the year ——, have ceased by the deaths of the annuitants.

Another form.

II. All legacies bequeathed by any testator, who died twenty years and upwards before the sale, shall be assumed to have been duly paid, and all annuities bequeathed by any such testator shall be assumed to have ceased or been released.

Annuity.

III. The purchaser shall not require any release, or make any requisition or objection in respect of an annuity of £——, given by a testator, who died in the year ——, to a person who appears from the recital of a deed of covenant for payment of and indemnity against such annuity, dated, &c., to have been then aged ——.

Indemnity against life annuity by investment of fund.

IV. Part of the property sold is with other property subject to a life annuity of £——. The vendors will endeavour to obtain from the annuitant a release of the property sold; but should they be unable to do so, of which inability a statement in writing, signed by their solicitors, shall be sufficient evidence, the purchaser shall be satisfied with the investment of a portion of the purchase-money in the purchase in the names of two trustees (one to be appointed by each party) of a government annuity of like amount, or of a sum of consols, the dividends whereof will suffice to answer the sd annuity, upon trusts to be declared by a deed to be prepared by the vendors at the purchaser's expense.

Rent charge indemnity by covenant.

V. The purchasers shall be precluded from requiring any information beyond what is afforded by the abstracted documents respecting a rent-charge of £—— per annum, which is stated to have been charged on the property in the year —— for a charitable purpose, but which is supposed

not to have been paid or claimed for many years. The liability to this rent-charge shall be assumed by the purchaser of lot ——, in exoneration of the other lots; and such purchaser shall, if required, join in the conveyances of the other lots (at the expense of the respective purchasers requiring the same), in order to covenant for their indemnity against the sd rent-charge; and the purchasers of the other lots shall be satisfied with such covenant (or with the covenant of the vendors to the like effect, in case lot —— is not sold), and shall not require any other indemnity against the same. If any of the lots other than lot —— shall not be disposed of at the present sale, the purchaser of lot —— shall indemnify the vendors against the sd rent-charge in respect of the lot or lots remaining unsold; and inasmuch as the vendors have entered into covenants with the purchasers at a former sale of property, held under the same title for their indemnity against the sd rent-charge, the purchaser of lot —— shall also indemnify the vendors against such covenants, such respective indemnities to be prepared by and at the expense of the respective persons entitled to the benefit thereof.

Release of incumbrances.

VI. The vendors shall not be required to procure the release by a separate instrument of any incumbrance affecting the premises, but the parties entitled to the benefit thereof shall concur in the conveyance to the purchaser for the purpose of releasing or discharging the same.

Outstanding legal estate.

VII. Upon a conveyance of the property in the year ——, the concurrence of a trustee or trustees in whom the legal estate was outstanding was not obtained. The purchaser shall not require the vendors to procure a reconveyance of such legal estate, or to trace the devolution thereof, or make any requisition or objection in relation thereto.

Another form.

VIII. Any legal estate which may be outstanding shall, if required to be got in, be traced and got in by the purchaser at his own expense.

V.

Land-Tax *and other* Outgoings, Apportionment.

Exemption from land-tax.

I. A certificate of the redemption of the land-tax, dated, &c., shall be accepted as sufficient evidence of such redemption, and of the identity of the lands in respect whereof the tax was redeemed.

Another form.

II. The purchaser shall not require any other evidence of the redemption of the land-tax than a certificate or declaration of the collector of land-tax, *or*, "the vendors' steward," (to be obtained at the purchaser's expense), that no land-tax has been paid in respect of the property sold for the last —— years, *or*, "that none is now paid," *or*, "that the property is not now assessed to the land-tax."

Another form.

III. No evidence shall be required of the redemption of the land-tax.

Exemption from land-tax and tithes.

IV. No land-tax has ever been paid by or claimed against the vendors, and the tithe rent-charge has been charged by them on other property of ample value; and each purchaser shall be satisfied by a declaration to that effect, to be made (if required) by the vendors, at the expense of the purchaser, that his lot is free from land-tax and tithe rent-charge.

Exemption from tithes.

V. The production of an office copy of a declaration of merger by a former owner of the tithe rent-charge, payable out of lots ——, shall be taken as conclusive evidence that the same are tithe free.

Quit rents, &c.

VI. No objection or requisition shall be made, or compensation claimed in respect of any quit rent, tithe rent-charge, or other similar liability to which any of the premises now sold may be subject, together with other lands, but in respect whereof an indemnity has been given, or no payment made for —— years or upwards; and the purchaser shall accept a statutory declaration as conclusive evidence of such indemnity or non-payment.

Apportionment of quit rents, &c.

VII. The respective lots are sold subject to any quit-rents, land-tax, and tithe-rents chargeable thereon, alone

or jointly with other premises; and the respective purchasers shall not require any legal apportionment thereof, or any indemnity against such parts thereof as ought to be borne by other property.

Apportionment of rents and tithe rent-charge on sale of freeholds.

VIII. The respective purchasers shall take subject to such apportionments of the rents as are specified in the particulars, without requiring the same to be legally apportioned, or the concurrence of the tenants therein to be obtained, and shall not make any objection on the ground of the tithe rent-charge not being now or formerly legally apportioned, or require the same to be so apportioned.

Apportionment of rents and outgoings.

IX. The land-tax, tithe rent-charge, and other outgoings, and the rents payable by the tenants, shall be taken to be apportioned between the respective lots, as mentioned in the particulars; and no objection or requisition shall be made upon the ground of such apportionment not being legally binding. A legal apportionment thereof shall nevertheless, if desired by any purchaser, be effected by the vendors, as far as circumstances will admit, and at the expense in all respects of such purchaser, but the completion of the purchase shall not be thereby delayed.

As to copyhold payments, quit rents, &c.

X. The vendors shall not be called upon to furnish any evidence beyond that shown in the copies of court roll of the rents and services under which the property is holden.

Apportionment of tithes and land-tax.

XI. If the purchased property is at present, together or in common with any other property, charged with rent-charge in lieu of tithes, or with land-tax, the same shall be apportioned on the different lots in proportion to the respective purchase-moneys; and the expense of such apportionment shall be paid by the respective purchasers in like proportions. But any delay or neglect to make such apportionment shall not defer the completion of the purchase, and the vendor shall in respect of any unsold lot for the purposes of this condition stand in the place of a purchaser.

VI.

Identity, Quantity, Misdescription.

Identity. I. The purchaser shall not require any proof [beyond what is afforded by the muniments of title themselves] of the identity of the property with that described in any of the documents of title prior to a conveyance in the year ——, or for distinguishing the portions held under the different titles.

Quantity. II. The contents and dimensions of the property as stated in the particulars and plan hereto annexed, having been taken from an actual survey [from the tithe maps and books of reference] are believed and shall be taken to be correct, although the same may differ from the results of other surveys, or from the contents mentioned in some of the muniments.

Another form. III. The respective quantities are taken from a recent survey, and are believed to be correct, and the purchasers shall take the lots as defined by the plan, be the same more or less.

Identity and quantity. IV. No objection shall be taken on the ground that any of the old descriptions and measurements do not accord with the present state of the property.

Identity. Various stipulations. V. Various alterations having taken place consequent on the removal of fences, enclosures, change of names, and other circumstances, the vendors shall not be required to identify or connect any part of the property sold with the general or other description contained in any of the abstracted muniments, nor to account for any apparent variance as to quantity, abuttals, or otherwise, nor to explain or reconcile any apparent differences in the abstracted descriptions, nor to ascertain or define the present or past limits or boundaries of the manor of ——, nor to distinguish the present or former copyhold part of any lot from the freehold part thereof, or the parts of any lot held under different titles.

Misdescription.

VI. Any misstatement or omission in the particulars shall not annul the sale, and as the premises may be viewed, such misstatement or omission, if discoverable by inspection, shall not be the subject of compensation, but if the same be not so discoverable a reasonable abatement or compensation shall be made, &c., *see* GENERAL CONDITIONS, p. 191.

VII.

RESTRICTIONS *as to* BUILDING, MAINTENANCE *of* ROADS, &c., RESERVATION *of* MINES.

Purchaser to take subject to restriction in former conveyance.

I. Lots —— are subject to a covenant (which has been observed), entered into upon a purchase in the year ——, that, *state restriction as*, "no building shall be erected on the parts coloured —— in the plan," *or*, "the premises shall not be used as a public-house," and the purchasers of such lot shall take subject to such restrictions, and shall covenant to observe and indemnify the vendors in respect of the same.

Restrictions as to building

II. The purchasers of lots —— to —— inclusive, shall enter into covenants for themselves, their heirs, exors, admors, and assigns with the vendors, their heirs and assigns, not to erect, or suffer to be erected, on any of such lots, any building whatever other than one villa residence with requisite stabling and offices at a cost of not less than £—— at the least, exclusive of outbuildings.

Building land.

Maintenance of roads, fences, &c.

III. Every purchaser shall forthwith make and for ever maintain proper boundary walls or oak fences on his lot on the sides marked —— in the plan, and shall at all times until the road delineated on the plan shall be adopted as a public highway be liable, according and in proportion to the extent of his frontage towards the sd road, to contribute with the owners for the time being of the other lots comprised in this [and a former] sale, and having such frontage, to-

wards the expense of repairing and maintaining the same road, a right of way over which is included in the sale of each lot. If any lot be not sold the vendors shall for the purpose of this condition be regarded as the purchasers thereof, and [the respective purchasers shall, if required, covenant in their respective conveyances to perform the stipulations] [*or*, the several conveyances of all the lots shall be made subject to the liabilities and rights], mentioned in this condition [*or*, and for the purpose of effecting the object of this condition, a deed of covenant has been prepared by the vendors' solicitor, which is to be executed by the vendors and by the respective purchasers, and the costs attending the preparation and execution of such deed are to be borne by the purchasers in equal shares], but the vendors shall not be bound to enforce or effectuate this condition, or the liabilities mentioned therein, further or otherwise than by compelling every such conveyance to be made subject [*or*, such deed of covenant to be executed] as aforesd.

Building land. Provision as to roads and footpaths.

IV. The equal half-part in length and breadth fronting each lot of the site or ground plot of the proposed road and footpaths will be included in the conveyance of such lot, but such conveyance shall be made subject to an exception or reservation of a right of way for the vendors and other persons at all times and for all purposes to the other property now offered for sale and adjoining any part of such roads and footpaths respectively, and of the rights necessary for making and completing the sd roads and footpaths or incidental thereto, and of the right of making sewers, laying water-pipes and gas-pipes, and otherwise using such roads and footpaths in the manner and for the purposes in and for which public roads or ways in towns are commonly used; and each purchaser shall, in his conveyance, covenant with the vendors until the sd roads shall be adopted by the parish, or local authority, to maintain and keep in repair the portion to be included in his conveyance of such roads and footpaths or to contribute a due proportion according to his frontage, of the cost of maintenance thereof.

Building land, user of premises.

v. The respective purchasers shall, in their respective conveyances, covenant for themselves, their heirs, exors, admors, and assigns, with the vendors, their heirs and assigns, not to permit any hotel, tavern, tea gardens, manufactory, mill, gasworks, hospital, asylum, or shop to be erected, opened, or carried on thereon, or any trade or business whatever, except that of a surgeon and apothecary, to be set up or carried on in or upon the same, and not to permit the sd lots or any building which may be erected thereon to be used for any noisy, offensive, or dangerous pursuits or operations, or any purpose which shall be in any way a nuisance, damage, or annoyance to the vendors, their heirs or assigns, or to the owners or tenants of the adjoining property or the neighbourhood, or for any other purpose than a private dwelling-house, [or to be occupied or frequented by any person of openly immoral conduct], and further that no building to be erected on such lots respectively, shall project beyond the line marked "building line" upon the plan, excepting a portico or bay-window, and that no such portico or bay-window shall project more than —— feet beyond such line, and that no building other than walls or fences under seven feet in height shall be erected nearer to any of the roads than —— feet.

Restrictive covenants to be entered into by purchasers on sale in lots.

vi. As regards every lot, in respect of which restrictions or liabilities are by these conditions or the particulars imposed on the purchaser in regard to the erection of buildings, the making and maintaining of roads or fences, the user of the property, or otherwise, the assurance of such lot shall contain full and proper covenants to be entered into by and at the expense of the purchaser with the vendors for the observance of such restrictions and liabilities, and the vendors shall not be bound to enforce or effectuate such restrictions or liabilities in favour of purchasers of other lots further or otherwise than by compelling the assurance of every lot to contain such covenants as aforesd.

Another form re-

vii. Each purchaser shall, in his conveyance, covenant for himself, his heirs, exors, admors, and assigns, with the

vendors, their heirs and assigns, to observe the stipulations mentioned in the particulars relating to building and other matters. ferring to particulars.

VIII. To show distinctly to intending purchasers the nature of the covenants and clauses which the vendors will require to be inserted in the several conveyances, a general form of conveyance has been prepared, and may be inspected at the office of the vendors' solicitor for —— days previously to the sale, between the hours of —— and ——, and will also be produced at the sale, and every purchaser shall be deemed to have full notice of all the clauses and provisions of such form, and to have consented thereto, and shall take his conveyance in accordance therewith, with such modifications, if any, as the special circumstances of his lot or lots may render necessary. And any purchaser may, upon application to the vendors' solicitor after the sale, have a copy of the sd form on payment of —— shillings for the same. General form.

IX. The purchaser shall simultaneously with the execution of the conveyance, execute and deliver to the vendors a deed of covenant to be prepared at the expense of the vendors by their solicitor, (notice of which shall be endorsed on the conveyance) containing covenants on the part of the purchaser, his heirs, exors, admors, and assigns, with the vendors, their heirs and assigns, that the purchaser, his heirs or assigns, or the owners, lessees, or occupiers for the time being of the premises sold shall not, &c., *as in* No. v., p. 210. By separate deed of covenant.

X. No purchaser shall be entitled to any covenant or engagement from any other purchaser or the vendors or any other person in respect of any of the restrictions and liabilities mentioned in the foregoing conditions or particulars as affecting, or intended to be imposed upon, any other lot, whether such lot is sold or remains unsold. As to mutual rights of purchasers in respect of liabilities and restrictions imposed on them.

XI. The vendors reserve to themselves the mines, beds, and quarries of coal and ironstone, and other metals, stone, and minerals within and under the whole of the property with all necessary or proper powers, rights, and easements Sale of surface without mines.

for searching for, winning, working, getting, and carrying away the same whether by under-ground or surface workings, proper compensation being paid to the purchasers for damage done to the surface or the buildings thereon, and for the occupation of the surface in or about the exercise of such rights and powers; and subject to the obligation on the part of the vendors to restore the surface when the mines or minerals shall have been worked out, or permanently ceased to be worked, and the conveyances shall be framed accordingly.

Another form.

XII. The coal and ironstone and other mines and minerals (except only marl gravel and sand which can be gotten without going under or passing through any seam or vein of coal or ironstone) are reserved out of the present sale with full power for the vendors and all claiming under them to sink any pits or shafts, or to erect or construct any buildings, engines, machinery, roads, tramways, waterworks, waterways, airways, or other works or conveniences necessary or desirable, for the purpose of getting, working, carrying away, converting, or disposing of such mines and minerals, or for any purpose connected therewith, and to stack and lay up any minerals and refuse that may be raised out of any such mines, making all reasonable compensation to the surface owners and occupiers for the time being for such damage as may be done in the course of getting and working such mines and minerals.

VIII.

Custody *of* Title Deeds *and* Covenants *to* Produce.

Custody of deeds where some retained by vendors.

I. Such of the deeds and muniments of title in the possession of the vendors as relate exclusively to the property sold [any lot] will be delivered to the purchaser [of such lot]: All other deeds and muniments in the possession of

the vendors will be retained by them, and they will enter into the usual covenant with the purchaser for the production and furnishing copies thereof, determinable on their parting with the custody thereof [and procuring a substituted covenant], any deed of covenant under this condition to be prepared by and at the expense of the purchaser.

Where all deeds retained.

II. As the muniments of title relate also to other property not included in the sale, the whole of them will be retained by the vendors, who will enter into, &c., *as in* No. I.

Where deeds to be delivered to purchaser of a specified lot.

III. The purchaser of lot 1 shall be entitled to the custody of any deeds or muniments of title which relate to all the lots, and shall, if required, enter into the usual covenant with the purchaser of each of the other lots for the production and furnishing copies thereof, such covenant to be prepared by and at the expense of the purchaser requiring the same. If lot 1 is not sold, the vendors will retain such deeds or muniments until that lot is sold, when the same shall be delivered to the purchaser thereof upon his entering into the covenants above mentioned, and the purchasers of the other lots shall thereupon be entitled to such covenants, and shall in the meantime be entitled, at their own expense, to the production and copies of the sd deeds or muniments, but not to covenants in that behalf. If any lot other than lot 1 shall not be sold, the vendors shall for the purpose of this condition stand in the place of the purchaser thereof; provided that any delay in obtaining any such deed of covenant as aforesd shall not be a ground for delaying the completion of any purchase, but the deed of covenant shall, in such case, be executed as soon after completion as the vendors shall be able to obtain the same.

Where deeds to be delivered to largest purchaser.

IV. The purchaser of each lot shall be entitled to have delivered to him such of the muniments of title in the possession of the vendors as relate exclusively to such lot; all other muniments in the possession of the vendors will be retained by them until the whole of the property to which the same relate shall have been disposed of [whether at the present, or any past or future sale], with liberty to

any purchaser in the meantime at his own expense to inspect and have copies of or extracts from any of such muniments which relate to the lot or lots purchased by him, but the vendors shall not be required to enter into any covenants in that behalf. When the whole of the property to which such muniments relate shall have been sold, the same shall be delivered to the largest purchaser in value [at the present, or any past or future sale] on his entering into a deed of covenant with each of the other purchasers who shall require the same for the production and furnishing copies thereof, every such deed of covenant to be prepared by and at the expense of the person requiring the same, *add proviso at end of* No. III., p. 213.

Another form.

v. Muniments of title relating to the premises offered for sale and also to other property of the vendors shall be retained by them; but muniments relating exclusively to the premises offered for sale shall, if relating to one lot only, be delivered to the purchaser of such lot, but if relating to more than one lot, shall be delivered to the largest purchaser in value of such lots, who shall enter into the usual covenants for production, and furnishing copies thereof to the purchasers of the other lots to which the same relate, such covenants to be prepared by and at the expense of such purchasers; but the said muniments will be retained by the vendors until all the lots to which they relate have been sold, the purchasers of the lots sold being entitled in the meantime at their own expense to the production of such muniments and copies of them, but not to covenants for that purpose, *add proviso at end of* No. III., p. 213.

Title deeds. Retention by vendors being trustees.

vi. The muniments of title as they relate to other property not included in the sale will be retained by the vendors, who will, if required, enter into covenants for the production and furnishing copies thereof to the purchasers, to be prepared by and at the expense of the latter, but so that the vendors (being trustees) or their representatives shall respectively be personally liable under such covenants only while having the actual custody of the muniments.

VII. As regards any muniments of title, which the vendors are under any liability to produce by reason of any covenant for production thereof entered into by them, or by any person under whom they claim, the purchaser [to whom the same shall be delivered] shall sufficiently indemnify the vendors against all future liability in respect of the custody and production thereof [or at the option of the vendors, shall execute to the person or persons entitled to the benefit of such covenant as aforesd a substituted deed of covenant for the production and furnishing copies of the same muniments], every such indemnity [or substituted deed of covenant] to be prepared by the solicitor of the vendors at the expense of the purchaser.

Provision where vendors are liable to produce deeds for their indemnity or for substituted covenant.

IX.

Missing Deeds, Secondary Evidence.

I. Certain deeds of lease and release, dated, &c. (comprising other property besides the property now offered for sale), are not in the vendors' possession, and they have no covenant for their production. The person in whose possession such deeds now are will produce them for examination with the abstract; and the purchaser may have attested copies at his own expense, but he shall not object on account of the absence of or require any covenant for the production of such deeds.

Want of covenant to produce.

II. In every case in which any abstracted document contains any notice of any deed or other document not abstracted, the purchaser shall accept as conclusive the statement of the solicitor of the vendors, that the same does not relate to the lot or lots purchased by him; but nevertheless the vendors will, if required, endeavour to procure the production of any such deed or document at the purchasers' expense.

Deeds not relating to title.

Lost deed. Recital evidence.

III. A transfer of mortgage, dated in ——, is believed to have been lost many years ago, and the vendors have no copy, extract, or abstract thereof, but the same is recited in a conveyance dated &c. No objection or requisition shall be made in respect of the loss or non-production of such transfer, and the recital thereof contained in the sd conveyance shall be accepted as conclusive evidence of the contents and due execution thereof.

Another form.

IV. The purchaser shall not call for the production, or an abstract of any deed or instrument not in the possession of the vendors, which is recited or noticed in any abstracted deed, will, or other original document, dated twenty years or upwards prior to the sale, or require any further information relative thereto than appears from the abstract.

Attested copy to be evidence.

V. A mortgage, dated in the year ——, was upon a purchase in the year —— covenanted to be produced by the person in whose possession the same then was. The vendors, after much search and inquiry, have been unable to discover where this deed now is, but they have in their possession an attested copy thereof purporting to have been examined with the original deed in the year ——; no objection or requisition shall be made in respect of the non-production of such deed; and the attested copy (or document purporting to be such), in the possession of the vendors, shall be accepted as conclusive evidence of the contents and due execution thereof.

As to deeds not in vendors' custody.

VI. The vendors shall not be required to produce or trace the existence, or show the custody of any deed or instrument not in their possession.

X.

Leaseholds.

Old lease.

I. The purchaser shall not question the validity of the sd lease, or the right of the lessor to grant the same, and shall not make any objection or requisition in respect of the intermediate title to the premises between the granting of the sd lease and the execution of an assignment dated &c. notwithstanding any recital of, or reference to such title contained in the assignment or any subsequent document of title, but shall assume that the sd assignment vested in the sd —— a good title at law and in equity for the residue of the sd term.

Renewable leaseholds.

II. The abstract shall commence, as regards the vendors' or leaseholder's title, with a lease dated in 1840; and the purchaser shall not make any requisition or objection respecting the earlier leaseholders' title or the title of any of the lessors, nor require any evidence beyond what appears on the lease that the lessee of 1840 was the owner of the whole interest in the previous lease thereby expressed to have been surrendered; and inasmuch as the lessors on each renewal require the surrendered lease to be delivered up, the purchaser shall be satisfied as regards each surrendered lease with the production of a document purporting to be a copy or draft thereof, and shall not require any proof of the surrender thereof beyond what appears in such new lease.

Underlease.

III. No objection shall be taken, or indemnity required on account of the lease under which the property [any lot] is held being an underlease, or on account of such lease, or the superior lease, comprising other property besides the property sold, or on the ground of the lessor not having concurred in any apportionment or exclusive charge of rent, or by reason of any variance between the covenants, provisions, and conditions in the [any] original lease, and the [any] underlease or agreement for tenancy.

Under-lease.

IV. The abstract shall commence with the superior lease, and the purchaser shall not call for, or make any requisition or objection concerning the title of the superior landlord, or require any proof of the performance of the covenants and conditions contained in the superior lease.

License to assign.

V. The lease of lot —— contains a restriction against alienation or underletting without the license of the lessor his heirs or assigns. The purchaser shall not inquire into the title of the person by whom the license (which will be procured by the vendors at their own expense) may purport to be signed, or his right to grant the same, nor make any objection or requisition respecting the sufficiency or form of such license.

Another form.

VI. A license from the lessor to assign the lease [of lot ——] being necessary, the vendors will endeavour to obtain such license, but in case they shall be unable to obtain the same within —— months after the sale (of which a written statement under the hand of their solicitor shall be conclusive evidence) the contract [as to such lot] shall, if the case will admit, be carried out by the grant of an underlease to the purchaser for the whole term except the last day, otherwise the contract shall be void, and the vendors will repay to the purchaser his deposit with interest at £5 per cent. per annum.

Assignment without license.

VII. Lots —— are held under leases from the —— Company, which contain restrictions against alienation or underletting without license, and also require that all writings relating to the premises should be prepared by the clerk of the lessors. The purchasers shall not make any objection or requisition in respect of any dealings with the leases appearing to have taken place without license, or in respect of the insufficiency of any license, or on account of any instruments relating to the premises not appearing to have been prepared by the clerk of the Company.

Leaseholds in lots held under one lease.

VIII. The lots being all held under the same lease, the largest purchaser in value shall take an assignment of the sd lease subject to underleases of the other lots to be pre-

viously granted by the vendors to the respective purchasers thereof for the whole term less one day, at the respective rents mentioned in the particulars, and with proper provisions for securing the payment of such respective rents, and the performance of the covenants in the original lease so far as the same relate to the respective lots [the sd assignment and underleases and counterparts of the latter to be prepared by and at the expense of the respective purchasers], [*or*, The sd assignment shall be prepared by and at the expense of the purchaser of the largest lot, and the underlease of any lot and the counterpart thereof shall be prepared by the vendors at the expense of the purchaser of such lot, such expense not to exceed £—— in each case, exclusive of stamp duty, and shall be in the form which will be produced at the sale]. If any lot remains unsold the original lease shall be retained by the vendor, who shall stand in the place of the largest purchaser for the purposes of this condition.

Largest purchaser to take an assignment subject to underleases to the other purchasers.

IX. The property is held under an agreement dated the —— day of ——, for the granting of leases of the several tenements to the vendors, *the builders*, or their nominees (no leases having yet been granted). A copy of this agreement may be seen at any time before or after the sale at the office of the lessors' solicitors, during business hours; but no purchaser shall be entitled to any abstract or copy thereof, or to make any objection or requisition in respect of anything therein contained, or in respect of the lessors' title, which shall not be called for or inquired into. And upon payment of the balance of the purchase-money at the time and place aforesd, the lessor will grant to each purchaser as nominee of the vendors a lease of the lot or lots, or (in case any purchaser of more than one lot shall so require) a separate lease of each lot purchased by him, every such lease to be prepared by the lessors' solicitors, and to be at the ground rent and for the term stated in the particulars, and according to a form which may be seen at any time previously to the sale at the office aforesd, and will be produced at the

Sale of leaseholds by builders in lots.

Leases to be granted to purchasers.

sale with such modifications only as the circumstances of each case may require; each purchaser shall at the same time execute and deliver to the lessor a counterpart of his lease [and all expenses attending the preparation and the perusal on behalf of and execution by all parties except the vendors of each lease and counterpart shall be borne by the purchaser], [*or*, and the sum of £—— shall be paid to the vendors by each purchaser (in addition to the stamp duty) for the expense of the preparation, perusal, and execution by or on behalf of the vendors and lessor of each lease and counterpart].

XI.

As to Various Descriptions *of* Property.

Advowson. I. In case of the decease of the present incumbent of the sd benefice, or of his cession or relinquishment thereof before the completion of the purchase, the vendor will present such person (being duly qualified) as the purchaser (he having accepted the title) shall nominate, and if such presentation devolve on the Crown in consequence of the incumbent being promoted to a bishopric either before or after the completion of the purchase, the sale of the advowson shall not be affected thereby, nor shall the purchaser be entitled to any deduction out of the purchase-money.

Manor. II. The vendors shall not be required to show the boundaries of the manor, or to specify the particulars of the franchises or rights (if any) belonging thereto.

Reversion. III. The purchaser shall be entitled to all advantages of the sd reversion from the time of sale, and in the event of the death of the tenant for life before the completion of the purchase, the rents and income or possession shall thenceforth belong to the purchaser, who shall pay interest on his purchase-money from the day appointed for completion in case the actual completion shall be delayed beyond that day.

Life estate.

IV. The purchaser shall be at the risk of the dropping of the life of the sd ——, and in the event of his death before the completion of the purchase, shall nevertheless pay the purchase-money and such interest (if any) as may be payable thereon according to the —— condition.

Policy of assurance.

V. The production of the receipt for the last premium shall be accepted by the purchaser as conclusive evidence (without proof of the age of the assured, or of any of the facts stated in the declaration on which the policy was granted, or any other matter) that the policy is valid and subsisting.

Another form.

VI. The purchaser shall not require proof of the truth of the statements relating to the age and state of health of the person on whose life the policy was effected, or any other statements contained in the declaration upon which the policy was based, nor any proof that the person by whom the policy was effected had then or has since continued to have a sufficient interest in the life of the assured to support the assurance.

Goodwill of business, covenants.

VII. The vendors or any of them or any of the parties interested under the will of the sd ——, shall, notwithstanding the sale of the goodwill of the sd business, be at full liberty to carry on the business of —— in any other place or places in London or elsewhere in their or his own names or name, and shall not be required to enter into any restrictive covenant or covenants with the purchaser in that behalf or otherwise in relation to the sd business.

XII.

As to UNDERWOODS.

Biddings.

I. No person to advance less than 5*s.* per acre at each bidding nor retract a bidding. The highest bidder to be the purchaser, and should any dispute arise as to the biddings,

the lot shall be put up again at the last previous bidding. There will be a reserve on each lot.

Deposit and security.

II. Each purchaser immediately to pay down a deposit of £10 per cent. on his purchase-money, and to sign the agreement at the foot of the conditions, and within three days from the day of sale to give a bond, with such one or more sureties as shall be required and be approved of by the agent of the vendors, for the due payment of the balance of his purchase-money at ten months from the day of sale.

Boundary fences.

III. The lots will be sold by the acre, and where any lot abuts on a boundary fence the vendors' workmen will at once proceed to make such fence, using any materials required from such lot.

Purchaser to give security.

IV. No purchaser will be allowed to commence cutting any wood until the vendors' agent is fully satisfied with the proposed security, and at any time afterwards the vendors may call for further approved security, and give notice thereof to any purchaser by a notice left at his last known place of abode, and he shall give the required security within six days from the date of such notice during which time no part of the lot shall be cut, sold, or removed; and if after the lapse of such six days the purchaser refuses or neglects to give the required security, his lot or lots shall revert to the vendors, with all the labour bestowed thereon, and the vendors shall be at full liberty to cut the remainder and sell and dispose of the same, and also of any wood cut but not removed by the purchaser, either by private sale or public auction, and if any deficiency shall be found the purchaser shall still be liable to make it good.

Cutting.

V. The wood to be cut in a proper, customary, and workmanlike manner.

Certain wood not to be cut.

VI. The purchaser to leave standing all young standard oaks or other tellers, and to leave uncut all the firs now standing in any of the woods, doing as little damage as possible in cutting and clearing the woods.

Cattle to be muzzled.

VII. All horses, oxen, or other cattle brought into the woods to be muzzled. If any horse, ox, or other beast be

found in the woods after the 1st of April without a muzzle, the purchaser on whose lot it shall be found shall pay 10*s.* for each head to the vendors as liquidated damages.

VIII. The purchaser shall not cut, lop, or otherwise damage the timber, trees, tellers, or saplings, and shall make satisfaction to the vendors for all loss or damage they may sustain by the carelessness or negligence of his workmen or servants employed in the wood, and no person shall have any authority to permit or order any description of tree or wood to be cut but what is clearly included in the sale and strictly underwood. Not to lop timber.

IX. The wood to be all cut from the stubbs before the 1st of April, and to be cleared from the woods on or before the 1st of May next, or it will be forfeited to the vendors. Work to be finished by certain date.

X. No dogs will be allowed to go into the woods except by leave of the vendors. Dogs.

XI. If any purchaser or purchasers shall neglect or refuse to comply with any of the above conditions the deposit-money and the wood uncleared shall be forfeited, the lot or lots resold by public or private sale, and the deficiency (if any) on such second sale, together with all expenses attending the same, shall be made good by the defaulter or defaulters at the present sale and be recoverable as and for liquidated damages. Neglect to comply with conditions.

IT IS HEREBY AGREED between Messrs. ——, *the auctioneers*, as agents for A. and B. (*a*) *the vendors*, and —— of ——, that at the sale this day of the underwood belonging to the vendors the sd —— purchased the following lot [s] at the price [s] below-mentioned, subject to the above-printed conditions, and that he has paid the sum of £—— as a deposit and in part payment of the purchase-money to the said Messrs. ——,

Lot —— at ——pounds —— shillings —— pence per acre.
Lot —— at ——pounds —— shillings —— pence per acre.
As witness our hands this —— day of ——.

(*a*) See p. 192, *note*.

XIII.

Sale *on* Fee Farm Rents *for* Building.

Biddings.

I. The person offering the best reserved yearly rent for each lot (which shall commence from the —— day of ——) shall be the purchaser.

II. *Other usual conditions as to biddings, see* p. 186.

Deposit.

III. Every purchaser shall immediately after the sale pay into the hands of the auctioneer a deposit equal to one year's rent of his lot, which sum will accordingly on the completion of the purchase be allowed to the purchaser as a discharge from the first year's rent; every purchaser shall also immediately after the sale sign an agreement in the form subjoined.

Redemption.

IV. The fee-farm rent or rents payable by any purchaser may, if he so desire, be made redeemable on or before the —— day of ——, on payment to the vendors, or the owner or owners thereof, of a sum equal to —— years' purchase thereof, the expenses of or incidental to such redemption to be borne by the purchaser.

Tithes, reservation of rent-charge to vendor in lieu of.

V. Each lot will be charged with an annual rent in lieu of tithe rent-charge to be reserved to the vendors and made payable half-yearly, which rent is to be fixed by the auctioneer, but is not to exceed by more than one-tenth the amount of the tithe commutation award. No person shall require any apportionment of the tithe, or any further indemnity in respect thereof than the covenant in his conveyance by the vendors to pay the same.

VI. *Conditions as to building and other matters, and restrictive covenants to be entered into by the purchasers, see* No. VII., p. 208.

Conveyance.

VII. Each conveyance shall contain covenants by the purchaser at all times to keep the buildings to be erected on his lot or lots properly repaired and insured, and powers for the owner for the time being of the reserved rent or rents to enter and view the condition of the premises,

and a condition of re-entry on non-payment of such rent or rents, or breach of the covenants or conditions contained in such conveyance, and such other covenants, conditions, and restrictions as are usually inserted in grants of land upon fee-farm rent; and the rents reserved shall be made payable, free from all deductions whatsoever, except property-tax. A duplicate of every deed of conveyance to be prepared by and at the expense of the vendor shall, if required, be executed by the purchaser at the time of completion.

VIII. *Condition as to completion and conveyance*, p. 189, *omitting the reference to payment of purchase monies, &c.; and, if desired, condition as to general form of conveyance*, p. 211, *No.* VIII.

CONSENT AND DIRECTION.

Consent to trustees of settlement investing in funds.

I. To A., B., C., and D., the trustees of an indre, dated, &c., being the settlement made on our marriage.

We hereby consent to your investing the sum of £——, now in your hands as trustees of the sd settlement, in the purchase of Consolidated Bank Annuities.

As WITNESS our hands this —— day of ——.

To be signed by the husband and wife.

Request to trustees of will to change investment.

II. To A. and B., the trustees of the Will of the late ——.

I do hereby request you to sell the sum of £—— Bank Annuities now standing in your names as such trustees, and representing, *or*, "forming part of" the share, to the income whereof I am entitled for life, of the residuary estate of the sd testator, and to invest the net proceeds of such sale (after payment of the expenses of the sale and reinvestment) in the purchase of £—— per cent. Debenture Stock of the —— Railway Company [or in case such investment shall owing to the state of the market, or for any other reason be deemed inexpedient, then in the purchase of, &c., or in any other investment authorised by the sd will.]

AS WITNESS, &c.

To be signed by the tenant for life.

Direction to trustees to call in mortgage and purchase land.

III. To A., B., and C., the trustees of a settlement, dated, &c., made upon our marriage.

We do hereby request you to call in the sum of £—— (forming part of the funds subject to the trusts of the sd

settlement) secured upon a mortgage of the —— estate belonging to Mr. ——, and to invest the same or a sufficient portion thereof in the purchase of the freehold estate or property known as, &c., and to invest any surplus of the sd monies which may remain after completing the sd purchase and payment of the incidental expenses in the purchase of New Three per Cent. Annuities.

As WITNESS, &c.

To be signed by the husband and wife.

Request to trustees to sell land.

IV. To A. and B., the trustees of an indre of settlement, dated, &c.

We request you to put up for sale by auction the estate or property known as the —— estate, forming part of the property subject to the uses and trusts of the sd settlement [and we undertake to concur in any assurances to the purchasers].

As WITNESS, &c.

To be signed by the husband and wife.

Request by wife to trustees to call in money secured by covenant of husband.

V. To A., B., and C., the trustees of a settlement, dated, &c., made on my marriage.

Whas the sd settlement contains a covenant on the part of my husband that he would within six calendar months from the solemnization of our marriage, pay to the trustees or trustee thereof the sum of £——, and would in the meantime pay interest thereon as therein mentioned, but it was thereby agreed and declared that the trustees or trustee should not call in or compel payment of the sd sum of £—— during the joint lives of myself and my sd husband, unless directed so to do by me in writing under my hand: Now I do hereby direct you forthwith to call in and compel payment of the sd sum of £——, together with any interest which may be due thereon.

As WITNESS, &c.

To be signed by wife.

Consent to

VI. To A., B., and C., the trustees of an indre, dated, &c.

trustees advancing a child.

Whas by the above-mentioned indre certain trust funds therein mentioned were settled upon trusts for the benefit of myself and my late wife during our lives and after the death of the survivor of us, upon trust, *continue recital of settlement, stating shortly the power of appointment amongst the issue of the marriage, the trust for children in default of appointment, the power of advancement, and if any appointment has been made, the hotchpot clause*: And whas there were issue of my marriage with my late wife seven children, two of whom died without attaining vested interests, and five of whom are now alive, of whom K., an infant of the age of eighteen years, is one: And whas my late wife and I did not during our joint lives exercise the sd joint power of appointment vested in us, nor have I since her death exercised the sd power of appointment vested in me as survivor [*or*, but I have since her death, in exercise of the sd power of appointment vested in me as survivor, appointed the sum of £—— to L., one of the sd children, payable after my death]: And whas the property now subject to the trusts aforesd consists of, &c., being of the estimated value of £—— or thereabouts, and £—— being one equal fifth part of the sd sum of £—— is the expectant or presumptive share of the sd K. in the sd trust funds: And whas it is proposed that the sd K. should be placed with or bound apprentice to Mr. —— of &c., to learn the trade or business of ——, and that the premium or sum to be paid to the sd Mr. —— for so taking the sd K. (amounting to £——) should be raised and paid out of the sd expectant or presumptive share of the sd K. in the sd trust funds, and it is considered that it would be for the benefit of the sd K. that the same should be so raised and paid: Now I hereby give my consent to your raising the sd sum of £—— by the sale of a competent portion of the sum of, &c. (part of the sd trust funds), and paying or applying the same in manner aforesd.

As witness, &c.

To be signed by the husband.

VII. To A., B., and C., trustees of an indre, &c.

A shorter form.

We do hereby give our consent to your raising the sum of £——, part of the expectant share of our daughter D. under the trusts of the above-mentioned indre, by the sale of a sufficient part of the Bank Annuities now subject to the trusts thereof and standing in your names, and to your applying the same in or towards procuring an outfit for her on the occasion of her now intended marriage with ——.

As WITNESS, &c.

To be signed by husband and wife.

Deed of request to trustees of settlement to advance a daughter on her marriage. Endorsed on the settlement. (*a*).

VIII. Parties, A. and B., *husband and wife*, 1; C. and D., *trustees*, 2; E., *daughter*, 3. *Recite that E. is one of the children of A. and B., and has attained twenty-one, intended marriage of E. with F. of* &c. NOW THIS INDRE WITNESSETH that the sd A. and B. do hereby in exercise of the power for this purpose given to them by the within written indre, and of every or any other power enabling them in this behalf, direct and appoint that the sd C. and D. or other the trustees or trustee for the time being of the within written indre do and shall under or in exercise of the power of advancement therein contained forthwith appropriate for the benefit of the sd E., and for or towards her advancement and in contemplation of her sd intended marriage with the sd F., the sum of £—— Bank Annuities part of the funds subject to the trusts of the within written indre, and do and shall stand possessed of the same sum and the dividends and income thereof in trust for the sd E., her exors, admors, and assigns, as her and their absolute property: AND THIS INDRE ALSO

(*a*) This form is intended for a case where the daughter is of age, and it is intended to settle the sum advanced for her benefit on her marriage. It is assumed that the advancement clause extends to *vested* shares, and that the object cannot be attained by means of an appointment and release of the life interests of the husband and wife (see APPOINTMENTS, p. 65), on account of the wife being restrained from anticipation. The formality of a deed may be desirable in a case of this nature, but would rarely be necessary.

WITNESSETH that they the sd C. and D. do consent to the advancement hereinbefore mentioned, and do declare that they will forthwith after the sd intended marriage appropriate the sd sum of £—— Bank Annuities for the purpose of such advancement, and will stand possessed of such sum, and the dividends and income thereof in trust for the sd E., her exors, admors, and assigns, as her and their absolute property: And the sd E. doth hereby request and direct that the sd C. and D. or other the trustees or trustee for the time being of the within written indre, do and shall forthwith after the sd marriage sell the sd sum of £—— Bank Annuities and pay the monies produced thereby to F., of, &c., and G., of, &c., *the trustees of the daughter's settlement*, or the survivor of them, to the intent that they or he may stand possessed thereof in trust for her the sd E., her exors, admors, and assigns.

In witness, &c.

CONVEYANCES.

RECITALS.(*a*)

Conveyance of freeholds by grant (general in form).

I. WHAS by an indre, dated, &c., and expressed to be made between, *parties*, the —— and hereditaments hereinafter expressed to be (*b*) hereby assured were granted to the use of, &c.

The same (particular in form).

II. WHAS by an indre, dated, &c., and expressed, &c. [after reciting (among other things) that, *or*, "to the effect that," *or*, "after recitals whereby it appeared that," &c., it is by the indre now in recital witnessed that] in consideration of the sum of £—— paid by the sd B. to the sd A., *or*, "for the consideration therein mentioned," the sd A. granted unto the sd B., his heirs and assigns, [among other hereditaments], the —— and hereditaments hereinafter expressed to be hereby assured to hold the same unto and to the use of the sd B., his heirs and assigns.

Conveyance to uses to bar dower (general in form).

III. WHAS by an indre, dated, &c., and expressed to be made, &c., the —— and hereditaments hereinafter expressed to be hereby appointed and granted were assured to such uses and in such manner as the sd B. should by deed appoint, and in default of such appointment to the use of the sd B. and his assigns during his life, with remainder to the use of the sd C. and his heirs [*or*, exors and admors] during the life of the sd B., in trust for the sd B. and his assigns, with remainder to the use of the sd B., his heirs and assigns,

(*a*) See Dav. Prec., vol. i., Elphinstone's Introd. Conv., 79.

(*b*) Although it is the practice to insert the words "hereinafter expressed to be" they may be safely omitted where brevity is of importance.

[*or*, "were assured to the common uses to bar dower in favour of the sd B."]

Conveyance to uses to bar dower (particular in form).

IV. WHAS by an indre, dated, &c., and expressed to be made, &c., for the consideration therein mentioned, the sd A. granted unto the sd B. and his heirs, the —— and hereditaments hereinafter expressed to be hereby appointed and granted, to hold the same unto the sd B. and his heirs, to such uses, &c., *as in last form.*

Lease and release, and fine, or recovery (general in form).

V. WHAS by an indre of release, dated, &c., grounded on a lease for a year, and expressed to be made between, &c., and by a fine sur conuzance de droit come ceo, &c., levied by the sd —— to the sd —— in or as of —— term in the —— year of the reign of his majesty, &c., and by a declaration of the uses of the sd fine contained in the sd indre of release, [*or*, by a common recovery duly suffered in pursuance of the same indre of release in the Court of Common Pleas in —— term in the sd year in which the sd —— was demandant, the sd —— tenant and the sd —— vouchee], the —— and hereditaments hereinafter expressed to be hereby [granted] were assured to the use of, &c.

Lease and release, and appointment.

VI. WHAS by an indre of appointment and release, dated, &c., grounded so far as the same operated as a release on a lease for a year, and expressed to be made, &c., *if the recital is particular in form*, "the sd A. appointed that the —— and hereditaments hereinafter expressed to be hereby granted should thenceforth go and remain to the uses thereinafter declared concerning the same, and by the indre now in recital the sd A. released unto the sd B. and his heirs the sd —— hereditaments and premises, to hold the same unto the sd B. and his heirs, to the use, &c.," *if general in form*, "the —— and hereditaments hereinafter expressed to be hereby granted were assured to the use, &c."

Lease and release, and assignment.

VII. WHAS by an indre of release and assignment, dated, &c., grounded so far as the same operated as a release on a lease for a year, and expressed to be made, &c., the —— and hereditaments hereinafter expressed to be hereby granted were assured to the use, &c., and the —— and

hereditaments hereinafter expressed to be hereby assigned were assigned, &c.

VIII. WHAS by an indre of release made in pursuance of the Statute of the 4th & 5th years of her present majesty, c. 21, dated, &c., and expressed, &c., the —— and hereditaments, &c., were assured, &c. Statutory release.

IX. WHAS by an indre, dated, &c., and expressed to be made, &c., for the consideration therein mentioned, the sd A. covenanted with the sd B. that he, the sd A. or his heirs, and all other necessary parties, would surrender the —— and hereditaments hereinafter covenanted to be surrendered to the use of, &c. Covenant to surrender copyholds.

X. WHAS [at a court holden for the manor of —— in the county of ——], on the —— day of ——, the sd A. surrendered [out of court] into the hands of the lord of the sd manor of ——, the —— and hereditaments hereinafter covenanted to be surrendered to the use of the sd B., his heirs and assigns, according to the custom of the sd manor. Surrender of copyholds.

XI. WHAS [at a court holden for the manor of —— in the county of ——], on the —— day of ——, the sd A. was admitted [out of court] tenant to the —— and hereditaments hereinafter covenanted to be surrendered, to hold the same unto the sd A., his heirs and assigns, according to the custom of the sd manor of ——, by and under the rents, fines, heriots, suits, and services due and of right accustomed for the same. Admittance to copyholds.

XII. WHAS the sd copyhold premises were on the —— day of —— duly surrendered to the use of the sd A., his heirs and assigns, pursuant to the aforesd covenant in that behalf, and the sd A. was on the same day duly admitted thereto. Surrender and admittance (short form).

XIII. WHAS by an indre of bargain and sale duly enrolled pursuant to the Statute in that behalf, dated, &c., and made, &c. Bargain and sale enrolled.

XIV. WHAS under or by virtue of [an indre, dated, &c., *or as the case may be*], the —— and hereditaments herein- General recital of

any assurance.

after, &c., were assured to or became vested in the sd A. for an estate of inheritance in fee simple.

Mortgage in fee of freeholds.

XV. WHAS by an indre, dated, &c., and expressed, &c., in consideration of the sum of £—— paid by the sd B. to the sd A., the —— and hereditaments hereinafter expressed to be hereby granted, were [together with other hereditaments] conveyed and assured by the sd A. unto and to the use of the sd B., his heirs and assigns subject to a proviso for the redemption of the sd premises upon payment by the sd A., his heirs, exors, admors, or assigns, to the sd B., his exors, admors, or assigns, of the sum of £—— with interest for the same in the meantime at the rate and on the day therein mentioned, [*or*, by way of mortgage for securing the sum of £—— with interest for the same.]

Mortgage of leaseholds to two mortgagees.

XVI. WHAS by an indre, dated, &c., and expressed, &c., in consideration, &c., the sd premises comprised in the hereinbefore recited indre of lease, were demised by the sd A. unto the sd B. and C., their exors, admors, and assigns, for the residue of the sd term of —— years granted by the sd lease except the last day thereof, subject to a proviso for the redemption of the same premises on payment to the sd B. and C., or the survivor of them, or the exors or admors of such survivor, their or his assigns, of the sum of £——, with interest, &c., [*or*, by way of mortgage for securing, &c., *as in preceding form.*]

Mortgage of copyholds.

XVII. WHAS on the —— day of ——, in consideration, &c., the —— and hereditaments hereinafter covenanted to be surrendered, were duly surrendered by the sd A. to the use of the sd B., his heirs and assigns, subject to a condition for making void the same surrender on payment by the sd A., his heirs, exors, admors, or assigns, to the sd B., his exors, admors, or assigns, of the sum of £—— with interest for the same in the meantime, at the rate and on the day therein mentioned.

Mortgage of freeholds and copyholds.

XVIII. WHAS by an indre, *recite the mortgage of freeholds formally as above, see No.* XV., and by the same indre, the hereditaments hereinafter covenanted to be surrendered

were covenanted to be surrendered by the sd A. to the use of the sd B., his heirs and assigns, according to the custom of the manor of —— in the county of ——, subject to a condition for making void the sd surrender corresponding with the sd proviso for redemption of the hereditaments thereby granted.

Further charge.

XIX. WHAS by an indre, dated, &c., and expressed, &c., in consideration of, &c., the sd A. charged the sd —— and hereditaments comprised in the sd indre of mortgage of the —— day of ——, with the payment to the sd B., his exors, admors, or assigns, of the further sum of £—— with interest for the same in the meantime at the rate and on the day therein mentioned.

Transfer of mortgage of freeholds.

XX. WHAS by an indre, dated, &c., and expressed, &c., [after recitals whereby it appeared that there was then due from the sd A. to the sd B. the sum of £—— upon the security of the hereinbefore recited indre of mortgage, it is by the indre now in recital witnessed that] in consideration, &c., the sd B. at the request of the sd A., assigned unto the sd C., his exors, admors, and assigns, the sd sum of £—— and the interest thenceforth to become due for the same, to hold the same unto the sd C., his exors, admors, and assigns, and by the same indre the sd B. at the like request of the sd A. granted, and the sd A. granted and confirmed unto the sd C., his heirs and assigns, the sd hereditaments and premises comprised in the sd indre of mortgage with the appurtenances, to hold the same unto and to the use of the sd C., his heirs and assigns, subject to such equity of redemption as the same premises were then subject to by virtue of the sd indre of mortgage.

Lease.

XXI. WHAS by an indre of lease, dated, &c., and expressed, &c., the sd A. demised unto the sd B., his exors, admors, and assigns, all, &c., *parcels in full,* with the appurtenances thereof, to hold the same unto the sd B., his exors, admors, and assigns, from the —— day of ——, for the term of —— years, subject to the payment of the rent thereby reserved, and the performance and observance of

the covenants on the part of the lessee and conditions therein contained.

Mining lease (short).

XXII. WHAS by an indre, dated, &c., and expressed, &c., the sd A. demised unto the sd B., his exors, admors, and assigns, all those mines, seams, measures, or strata of coal, known as ——, and also all those mines, beds, or strata of ironstone known as ——, lying and being under all those lands, &c., together with such liberties, licences and authorities, for working or getting the sd mines and minerals or incidental thereto, as are in the sd indre expressed, subject to such reservations and exceptions as are therein mentioned, to hold the same unto the sd B., his exors, admors, and assigns, for the term of —— years from the —— day of ——, subject to the payment or rendering of the surface and other rents and royalties thereby reserved, and the performance and observance of the covenants on the part of the lessee and conditions therein contained.

Assignment of lease. Variation for two leases.

XXIII. WHAS by an indre, dated, &c., and expressed, &c., the sd premises comprised in the sd indre [respective indres] of lease with the appurtenances, were assigned by the sd A. to the sd B., his exors, admors, and assigns, for all the [respective] residue[s] of the sd term of —— years, [several terms of —— years and —— years], granted by the sd lease [leases respectively], subject to the rent[s] reserved by and covenants and conditions contained in the sd lease [respective leases].

Devolution of title to lease.

XXIV. WHAS by virtue of divers mesne assurances, acts in the law and events, and ultimately by an indre, dated, &c., and expressed, &c., the sd premises comprised in the sd indre of lease have become absolutely vested in the sd A. for all the residue of the sd term of —— years, subject to the rent reserved by and covenants and conditions contained in the sd lease.

Deed acknowledged or enrolled under Fines, &c., Act.

XXV. WHAS by an indre, dated, &c., and duly acknowledged by ——, *or*, "enrolled," pursuant to the statute in that behalf, and expressed to be made, &c.

XXVI. WHAS X., late of, &c., deceased, being at the date

of his will, and thenceforth until his decease, seised [possessed] or entitled of or to the freehold [copyhold] —— and hereditaments hereinafter expressed to be hereby granted [covenanted to be surrendered] for an estate of inheritance in fee simple, [for an estate of inheritance to him and his heirs according to the custom of the manor of —— in the county of ——,] duly made and published his will, dated, &c., and thereby after certain specific devises and dispositions not affecting the sd hereditaments and premises, gave and devised all the residue of his freehold and copyhold estates and hereditaments unto and to the use of, &c.: And whas the sd testator died on the —— day of ——, without having revoked or altered his sd will. Will, general devise before Wills' Act.

xxvii. Whas X., late of, &c., deceased, duly made his will, dated, &c., and thereby devised all his freehold and copyhold estates and hereditaments unto and to the use of, &c.: And whas the sd testator being then seised [possessed] or entitled of or to the —— and hereditaments hereinafter, &c., for an estate of inheritance in fee simple, &c., *or if copyhold as above, No.* xxvi., died on —— day of —— without having revoked or altered his sd will. Will, general devise since Wills' Act.

xxviii. Whas X., late of, &c., deceased, duly made [and published] his will, dated, &c., and thereby gave and devised the —— and hereditaments hereinafter expressed, &c., with the appurtenances [by the description of, &c.] unto, &c.: And whas the sd testator died on, &c., without having revoked or altered his sd will. Specific devise.

xxix. Whas A., late of, &c., deceased, duly made his will, dated, &c., and thereby gave and devised the hereditaments hereinafter expressed to be hereby granted (subject to certain annuities or rent-charges thereby limited or devised to L. and M. respectively and their respective assigns during their respective lives, with the usual powers and remedies for enforcing payment thereof when in arrear, and to a term of —— years, commencing from the sd testator's decease thereby limited to trustees upon certain trusts for, &c.) to the use of, &c. Will devising freeholds subject to annuities and a term.

Codicil.

XXX. And whas the sd testator duly made [and published] a codicil to his sd will, dated, &c., whereby after reciting, &c., he, the sd testator, gave and devised, &c.

Settlement of real estate.

XXXI. Whas by an indre, dated, &c., and expressed, &c., *describing the wife as*, "B., then and therein described by her then name of K.," (being a settlement made in contemplation and consideration of a marriage then intended and shortly afterwards solemnized between the sd A. and B.,) the —— and hereditaments hereinafter expressed to be hereby granted (together with other hereditaments) were limited and settled from and after the solemnization of the sd marriage to the use of the sd A. for life, without impeachment of waste, and after his decease and after several limitations thereof which have since determined or become incapable of taking effect to the use of the sd C. in tail male with divers remainders over.

Deed poll.

XXXII. Whas by a deed-poll, dated, &c., under the hand and seal of the sd A., &c.

Bond.

XXXIII. Whas by a bond or obligation, dated, &c., under the hand and seal of the sd A., the sd A. became bound unto the sd B., in the sum of £—— with a condition for making void the same upon payment, &c., *or*, "conditioned for the payment, &c."

Appointment of new trustees.

XXXIV. Whas by an indre dated, &c., endorsed on the hereinbefore recited indre of settlement, and expressed, &c., in exercise of a power for that purpose contained in the sd indre of settlement, the sd A. and B. were respectively duly appointed trustees for the purposes of the same indre in the place of the sd L. deceased, and of the sd M. who was discharged from the trusteeship of the sd settlement, and by the sd indre now in recital, or otherwise, the sd trust estates and premises which were then subject to the trusts of the sd settlement were thereupon duly conveyed, assigned, and transferred so as to vest in the sd A. and B. jointly with the sd C.

Deed of even date, or dated the day before.

XXXV. Whas by an indre bearing even date with, and executed before, *or*, "bearing date the day next before the

day of the date of," and expressed to be made between the same parties as these presents, the sd premises have been conveyed by, &c.

Policy of assurance.

XXXVI. WHAS by a policy of assurance dated, &c., granted by the —— Insurance office, and numbered —— the sum of £——, was assured to be paid to the exors, admors, or assigns of the sd A. within —— months after his decease, subject to the payment of the annual premium of £——.

Another form.

XXXVII. WHAS the sd A. is entitled to a policy of assurance effected on his own life and in his own name for the sum of £—— with the —— Assurance Society, dated, &c., numbered ——, and under the annual premium of £——.

Another form for several policies.

XXXVIII. WHAS the sd A. is absolutely entitled to the several policies of assurance, the particulars whereof are specified in the schedule hereunder written, subject to the payment of the several annual premiums therein mentioned.

Award of Enclosure Commissioners.

XXXIX. WHAS by the award, dated, &c., the Commissioners appointed under an Act of Parliament of the —— and —— years of her present Majesty, c.—intituled, &c., (and which award was duly confirmed by the Enclosure Commissioners for England and Wales on the —— day of ——), the pieces of land, allotments, and hereditaments hereinafter mentioned and covenanted to be surrendered were (together with other hereditaments) allotted and awarded to the sd A. for or in respect or in lieu of the sd copyhold hereditaments, comprised in the hereinbefore recited surrender of, &c.

Award of enfranchisement.

XL. WHAS by an award of the Copyhold Commissioners dated, &c., after reciting that the enfranchisement of the sd hereditaments had been duly required according to the provisions of the copyhold acts, and that A., the lord of the sd manor had consented in writing to the enfranchisement extending to the rights reserved by the Copyhold Act, 1852, sec. 48, and that the amount to be paid for such enfranchisement had been ascertained under the provisions of the copyhold acts to be the sum of £——, and that such sum had been duly paid under the direction of the sd Commissioners, and that all other acts required by the sd Acts previously to

the confirmation of the award now in recital had been duly done and performed: The sd Commissioners, in pursuance of the powers vested in them by "the Copyhold Acts," enfranchised the sd hereditaments with their appurtenances, and did also by virtue of the consent aforesd enfranchise the same from all the rights reserved by the Copyhold Act, 1852, sec. 48: To be holden as freehold, thenceforth discharged from all incidents of copyhold or customary tenure.

Private Act of Parliament.

XLI. WHAS by a private Act of Parliament made and passed in the —— year of the reign of her present Majesty (chapter ——,) intituled, &c., after reciting (among other things) that, &c., it was enacted, &c.

Seisin in fee in possession or reversion.

XLII. WHAS [under the will of X., late of, &c., deceased dated, &c., *or*, "under an indre of settlement dated, &c., and made, &c.,"] the sd A. is seised or absolutely entitled of or to the —— and hereditaments hereinafter expressed, &c., and the inheritance thereof in fee simple in possession, *or*, "in reversion expectant on the decease of B. of, &c."

Title subject to rent charges or mortgage.

XLIII. WHAS [under, &c., as in last form], the sd A. is seised or entitled for an estate of inheritance in fee simple in possession of or to *or* "has an absolute power of appointment over" the —— and hereditaments hereinafter expressed, &c., subject to two several annuities or rent charges of £—— and £—— by the will, dated, &c., of L., deceased, bequeathed to the sd B. and C. respectively during their respective lives, and which were by the sd last-mentioned will charged on the sd premises hereinbefore mentioned, together with other hereditaments, with the usual powers and remedies for enforcing payment thereof, *or*, "subject to a mortgage in fee simple of the same premises (together with other hereditaments), for securing £—— and interest, created by an indre, dated, &c., and expressed to be made, &c., and which mortgage was by an indre, dated, &c., and made, &c., duly transferred to and is now vested in the sd, &c.

The same by reference to schedule.

XLIV. WHAS the sd A. is seised or entitled in fee simple in possession of or to the —— and hereditaments hereinafter expressed to be hereby assured, subject [to the several

annuities and rent-charges specified in the first column of the first schedule hereto created or charged thereon by the respective instruments mentioned in the second column of the sd schedule, and payable to the several persons mentioned in the third column of the sd schedule, and subject also] to the several mortgage debts or sums mentioned in the first column of the second schedule hereto, and the interest thereon respectively, which respective debts or sums and interest are severally secured by the respective indres mentioned in the second column of the sd second schedule and are now vested in the several persons mentioned in the third column of the sd second schedule. And whas [all the sd annuities and rent-charges have been paid, and] the interest on all the sd mortgage debts or sums has been paid up to the date of these presents.

Title to copyholds.

xlv. Whas the sd A. is possessed of or entitled to the copyhold —— and hereditaments hereinafter covenanted to be surrendered for an estate of inheritance to him and his heirs according to the custom of the manor of —— in the county of ——, of which the same are holden.

Title for life, with remainder in tail.

xlvi. Whas [under, &c., see No. xlii.] the sd A. is seised or entitled as tenant for life in possession without impeachment of waste of or to the —— and hereditaments hereinafter expressed, &c., with remainder to the sd B. in tail male, [subject to the incumbrances specified in the first schedule hereto which affect the inheritance of the sd estate, and to the incumbrances specified in the second schedule hereto which affect the life estate of the sd A.].

Another form.

xlvii. Whas [under, &c.,] the —— and hereditaments hereinafter expressed, &c., now stand limited and settled [subject, &c.] to the use of the sd A. for his life, with remainder to trustees and their heirs during his life upon trust to preserve contingent remainders with remainder in the events which have happened to the sd B. in tail male with divers remainders over.

Freeholds under settlement,

xlviii. Whas under or by virtue of an indre, dated, &c., and expressed, &c., or by virtue of other assurances, instru-

and other instruments.

ments, or means subsequent thereto, divers messuages, lands, tithes, and hereditaments situate or arising in the parishes of —— in the county of ——, and commonly known as the —— estate, stand limited and settled to the use of, &c.

Copyholds in settlement.

XLIX. WHAS [under, &c.,] the —— and hereditaments hereinafter, &c., which are held by copy of Court Roll of the manor of ——, and the legal estate whereof is vested in trustees or a trustee, stand settled upon trust for the sd A. for his life with remainder upon trust for the first and other sons of the sd A. successively in tail general with divers remainders over.

Title as coparceners or coheirs in gavelkind.

L. WHAS the sd A. and B., as the only children and co-heiresses-at-law, *or*, "the only sons and co-heirs according to the custom of gavelkind," of C., late of ——, deceased, are seised or entitled of or to the —— and hereditaments hereinafter, &c., for an estate of inheritance in fee simple in possession free from incumbrances.

Title as joint tenants, or tenants in common.

LI. WHAS the sd A. and B. are seised or entitled of or to the —— and hereditaments hereinafter, &c., for an estate of inheritance in fee simple in possession free from incumbrances as joint tenants, *or*, "as tenants in common in equal shares," *or*, "in the shares and proportions following, namely, the sd A. is entitled to one equal undivided fourth share thereof, and the sd B. to the remaining three-fourth shares thereof."

Title to stock.

LII. WHAS, under the will of K., of, &c., dated, &c., and proved, &c., the sd A. is entitled to one equal —— share of and in the sum of £—— £3 per Cent. Consolidated Bank Annuities, now standing in the names of, &c., subject to the life interest of B. of, &c., therein [and subject to the contingency of, &c.]

Title to reversionary legacy or interest in personalty under will of married woman.

LIII. WHAS under or by virtue of the last will or testamentary appointment of B., deceased, late the wife of C., deceased, bearing date, &c., and proved, &c., and made in pursuance of a power of appointment contained in the last will of D., deceased, dated, &c., and proved, &c., the sd A. is entitled to a legacy or sum of £——, payable (subject to

duty) upon the decease of X., out of certain trust funds and securities in the sd will or testamentary appointment of the sd B. mentioned or referred to, and which now consist of the sum of £—— £3 per Cent. Consolidated Bank Annuities, and £—— secured on mortgage, respectively standing in the names of or vested in E. and F. as trustees under the sd will of the sd D.

Seisin of wife's fee simple estate.

LIV. WHAS the sd A. and B. his wife, in right of the sd B., are seised of or entitled to, &c.

Death of testator, and proof of will. Variation where one exor does not prove.

LV. WHAS the sd testator died on the —— day of ——, without having revoked or altered his sd will, and the same was duly proved by the sd exors therein named [except the sd K.] on the —— day of —— in the Prerogative Court of the Archbishop of Canterbury, *or*, "in the Principal [the —— district] Registry of the Court of Probate," *or*, "in the Principal [the —— district] Registry of the Probate Division of the High Court of Justice," [the sd K. having renounced probate thereof, *or*, "power being reserved to the sd K. to prove the same."]

Death of testator, and probate of will and codicil, the codicil not being recited.

LVI. WHAS the sd testator died on the —— day of —— without having revoked or altered his sd will, save by a codicil dated the —— day of ——, which did not affect the dispositions hereinbefore recited [otherwise than by revoking the appointment of K. as executor thereof], and the sd will and codicil were duly proved, &c., *as in preceding form.*

The same where the codicil is recited.

LVII. WHAS the sd testator died on the —— day of —— without having revoked or altered his sd will, save by the sd codicil, and without having revoked or altered the sd codicil, *or*, "without having revoked or altered his sd will save as aforesd," and the sd will and codicil, &c., *as in No.* LV.

Proof of will in Scotland, and confirmation in England.

LVIII. WHAS the sd A. died on the —— day of —— domiciled in Scotland, without having revoked or altered his sd will: AND WHAS (*a*) the sd S. and T., as such exors nominate, have obtained confirmation of the sd will from the Commissary of the county of —— in Scotland, and the same was duly recorded in the books of Council and Session

(*a*) See 21 & 22 Vic., c. 56.

on the —— day of ——: And whas such confirmation has been produced in the Principal Registry of the Probate Division of the High Court of Justice in England, and a copy thereof deposited with the Registrar, together with a certified copy of the interlocutor of the sd Commissary, finding that the sd A. died domiciled in Scotland, and such confirmation was sealed with the seal of the sd Probate Division on the —— day of ——.

Death, and appointment of executor.

lix. Whas the sd A. died on the —— day of ——, having by his will, dated, &c., appointed the sd X. executor thereof, and the sd will was duly proved by the sd X. on the —— day of ——.

Death intestate leaving widow, heirship, and administration.

lx. Whas the sd A. died on the —— day of —— intestate and leaving the sd —— his widow, and the sd B. his eldest son and heir-at-law and customary heir according to the custom of the sd manor of —— [the sd B. and C., his co-heiresses-at-law] and letters of administration of the estate and effects [of the goods, chattels, rights, and credits] of the sd A. were on the —— day of —— granted [by the Prerogative Court of the Archbishop of Canterbury, *see No.* lv.,] to the sd B.

Partial intestacy.

lxi. Whas the sd A. died on, &c., intestate as to the sd premises, &c. [*or*, having made a will, dated, &c., and a codicil thereto, dated, &c., but such will and codicil respectively in no wise affect or relate to the sd premises, &c.]

State of family.

lxii. Whas the sd A. died on, &c., leaving issue [having had issue] by his sd marriage 5 children and no more, namely, B. and C., who attained their respective ages of twenty-one years on the —— day of ——, and the —— day of —— respectively, D. now the wife of L., with whom she intermarried on, &c., E. who died on the —— day of —— an infant under the age of twenty-one years and without issue, *or*, "who died in early infancy," and F., now an infant of the age of —— years or thereabouts.

Marriage.

lxiii. Whas in the month of, &c., the sd A. intermarried with B., of, &c., [at the parish church of ——].

lxiv. Whas there is now due from the sd A. to the sd

B. the principal sum of £—— upon the sd recited mortgage security of, &c., with the sum of £—— for interest thereon, amounting together to £——, [*or*, WHAS the sd principal sum of £—— still remains owing from the sd A. to the sd B. upon the sd recited mortgage security of, &c., but all interest thereon has been paid up to the day of the date of these presents], and it has been agreed that the sd sum of £—— shall be paid to the sd B. out of the sd purchase-money [that the sd purchase-money shall be paid to the sd B. in part discharge of the sum owing to him as aforesd], and that he shall concur in these presents in manner hereinafter appearing. State of mortgage debt.

LXV. WHAS the sd A. was on the —— day of —— adjudicated a bankrupt by the Court of Bankruptcy at ——, and the sd B. and C. were on the —— day of —— chosen by the creditors to be assignees of the estate and effects of the sd A., and such choice was afterwards duly confirmed. Bankruptcy under Act of 1849 or 1861.

LXVI. WHAS the sd A. was adjudicated a bankrupt by an order of the London Court of Bankruptcy, dated, &c., upon a petition of bankruptcy filed in such court, and at a meeting of the creditors on the —— day of —— the sd B. was by a resolution of the creditors duly appointed trustee of the property of the sd bankrupt, and such appointment is duly certified by a certificate under the seal of the sd court, dated, &c. Bankruptcy under Act of 1869.

LXVII. WHAS the sd A. on the —— day of —— took the benefit of the Acts then in force for the relief of insolvent debtors, and B. was appointed the creditors' assignee under such insolvency. Proceedings in insolvency before the Act of 1861.

LXVIII. WHAS by a special resolution duly passed pursuant to the provisions of the Bankruptcy Act, 1869, in the matter of proceedings for liquidation or composition with creditors, instituted by the sd A., by a statutory majority of creditors at a meeting duly held on the —— day of ——, and which resolution was afterwards duly registered according to the sd Act, it was resolved that the affairs of the sd A. should be liquidated by arrangement, and not in Liquidation by arrangement.

Bankruptcy, and the sd B. was appointed trustee without a committee of inspection, and such appointment was duly certified by a certificate of the Registrar of the London Bankruptcy Court [the County Court of ——], dated, &c.

Decree in Chancery.

LXIX. WHAS by a decree of the High Court of Chancery, made by his Honour the Vice-Chancellor Sir ———, on the —— day of ——, in a cause wherein the sd A. was plaintiff, and B. and others were defendants (being a suit instituted for the purpose of, &c.), an account was directed to be taken, &c., and it was among other things ordered, &c.

Order on petition.

LXX. WHAS by an order of the High Court of Chancery [Chancery Division of the High Court of Justice] made on, &c., by his honour, [lordship,] &c., upon the hearing of a petition presented in the sd cause and in the matter of, &c., by the sd A., it was ordered, &c.

Chief clerk's certificate.

LXXI. WHAS the chief clerk of his honour [lordship] the Master of the Rolls, by his certificate made in the sd cause, dated, &c., certified, &c.

Judgment of High Court of Justice.

LXXII. WHAS by a judgment of the —— Division of the High Court of Justice [delivered by Vice-Chancellor Sir ———], in an action wherein A. was plaintiff and B. and others defendants, it was amongst other things ordered, &c.

Contract for sale of freeholds and copyholds applicable to private contract or auction.

LXXIII. WHAS the sd A. has agreed with the sd B. for the sale to him [WHAS the sd B. has agreed with the sd A. for the purchase from him] of the messuage, land, and hereditaments hereinafter expressed to be hereby [granted] and the inheritance thereof in fee simple in possession free from all incumbrances [except as hereinafter mentioned], and also of the copyhold or customary —— and hereditaments hereinafter covenanted to be surrendered and the inheritance thereof in possession according to the custom of the manor of ——, free from all incumbrances, but subject to the rents, fines, and services due and of right accustomed for the same for the sum of £——, [and the sd B. is desirous that the sd premises should be conveyed to the uses and in manner hereinafter mentioned].

LXXIV. WHAS the sd A. has agreed with the sd B. for the sale to him of the sd —— and premises comprised in the sd indre [several indres] of lease for all the residue [respective residues] now to come of the sd term of —— years [several terms of —— years and —— years] thereby [respectively] granted, subject to the rent [rents] reserved by and covenants and conditions contained in the sd lease [respective leases] for the sum of £——. Contract for sale of leaseholds.

LXXV. WHAS by the direction of the sd A., the —— and hereditaments hereinafter expressed to be hereby conveyed were together with other hereditaments, on the —— day of —— put up for sale by public auction at, &c. [according to certain printed particulars of sale, of which particulars lots —— and —— comprised the sd —— and hereditaments intended to be hereby conveyed], and at such sale the sd B. was the highest bidder for and was declared the purchaser of the same for the sum of £——, *or*, "of lot —— for the sum of £——, and of lot —— for the sum of £——." Sale by auction. (*a*)

LXXVI. WHAS the sd A. and B. as trustees of the sd indre of, &c. [the sd will of the sd X.], and in execution of the sd power of [trust for] sale therein contained, and with the consent and approbation (hereby testified) of the sd C., have agreed, &c. Contract for sale by trustees.

LXXVII. WHAS the sd A. has agreed with the sd B. for the sale to him of, &c., at the price of £——, subject to such agreement being approved of by the High Court of Justice: AND WHAS by an order of the Chancery Division of the High Court of Justice, made by his Lordship the Vice-Chancellor ———, on the —— day of ——, in an action in which —— was plaintiff, and —— and others defendants, [in the matter of, &c.,] the sd agreement was confirmed and ordered to be carried into effect. Contract for sale, subject to approval of Court, and approval by Court.

LXXVIII. WHAS by virtue of the powers vested in them respectively by the sd Act, *or*, "the sd Act and the Acts Contract for sale where both

(*a*) This form is for use where it is necessary to refer to the auction. The form for general use is No. LXXIII.

vendor and purchaser act under a statute.

incorporated therewith," *or*, "the Act passed in the Session of Parliament held in the —— and —— years of the reign of her Majesty, intituled, &c.," *or*, "the Act —— Vic. c. —," *or*, "the —— Act, 18—," the sd A. has agreed to sell and the sd B. has agreed to purchase, &c.

Contract for sale where one party only acts under a statute.

LXXIX. WHAS the sd A., [*if vendor is selling under statutory authority, say*, by virtue of the powers vested in him by the —— Act, *see last form*], has agreed to sell and the sd B. [*if purchaser has no power to take and hold land independently of any statute, say*, by virtue of the powers, &c., *as in last form*] has agreed to purchase, &c.

Part of purchase-money to remain on mortgage.

LXXX. WHAS upon the treaty for the sd purchase it was agreed that the sum of £——, part of the sd purchase-money, should be secured to the sd A., his exors, admors, or assigns, with interest for the same at the rate of, &c., by a mortgage of the sd purchased premises.

Valuation of timber.

LXXXI. WHAS by the sd particulars of sale it was stipulated that all timber and other trees of the value of £—— should be taken by the purchaser at a valuation to be made as therein mentioned, and the timber and trees on the sd premises comprised in lot —— have accordingly been valued at £——.

Apportionment of purchase money between copyholds and other property for stamp duty.

LXXXII. WHAS for the purposes of the Acts of Parliament imposing ad valorem stamp duties upon conveyances on the sale of land, it has been agreed that the sum of £——, part of the sd purchase-money, shall be the price or consideration for the sd freehold [and leasehold] hereditaments, and that the sum of £——, the residue thereof, shall be the price or consideration for the sd copyhold or customary hereditaments.

Agreement of party to concur.

LXXXIII. WHAS the sd B. has agreed to join in these presents for the purpose, &c. [*or*, for the purposes and in manner hereinafter appearing].

Introductory to covenant for production of deeds.

LXXXIV. WHAS the several deeds and writings specified in the schedule hereunder written relate as well to the sd —— and hereditaments hereinafter expressed to be hereby conveyed [*or*, by the hereinbefore recited indre expressed to

be conveyed] as to other hereditaments of the sd A. of larger value, and it has been agreed that the sd A. should retain the sd deeds and writings in his custody, and should enter into such covenant in relation thereto as is hereinafter contained.

CONSIDERATION—RECEIPT. (*b*)

One vendor and one purchaser.

I. In consideration of the sum of £—— upon the execution of these presents [now] to the sd, *vendor*, paid by the sd, *purchaser*, [*if the conveyance be without recitals add here*, "for the purchase of the fee simple in possession of the hereditaments hereinafter expressed to be hereby granted," *or*, "for the purchase of the inheritance, according to the custom of the manor of —— in the county of —— in possession of the hereditaments hereinafter covenanted to be surrendered," *or*, "for the purchase of the hereditaments hereinafter expressed to be hereby assigned,"] (the receipt whereof the sd, *vendor*, doth hereby acknowledge, *or*, "the receipt whereof is hereby acknowledged.")

Several vendors and several purchasers.

II. In consideration of the sum of £—— upon the execution of these presents to the sd, *vendors*, paid by the sd, *purchasers*, [*if no recitals, insert the addition in last form*] (the receipt whereof they, the sd, *vendors*, do respectively hereby acknowledge, *or*, "the receipt whereof is hereby acknowledged.")

On sale by mortgagor and mortgagees, part of the purchase-money being paid to mortgagees.

III. In consideration of the sum of £—— upon the execution of these presents to the sd, *mortgagees*, paid by the sd, *purchaser*, at the request of the sd, *mortgagor*, (the receipt whereof they, the sd, *mortgagees*, do hereby acknowledge), and in consideration of the sum of £—— to the sd, *mortgagor*, paid by the sd, *purchaser*, (the receipt and payment,

(*b*) See 1 Dav. Prec.; Elphinstone's Introd. Conv., 89, 107.

in manner aforesd, of which sd sums of £—— and £——, making together the sd purchase-money of £——, the sd, *mortgagor*, doth hereby acknowledge).

The whole purchase-money being paid to the mortgagees.

IV. In consideration of the sum of £—— upon the execution of these presents to the sd, *mortgagees*, paid by the sd, *purchaser*, at the request, of the sd, *mortgagor*, (the receipt of which sd sum of £—— the sd, *mortgagees*, do and the payment in manner aforesd of which sd sum of £—— the sd, *mortgagor*, doth respectively hereby acknowledge).

Release of a debt owing to purchaser.

V. In consideration of the sum of £—— so owing by the sd, *vendor*, to the sd, *purchaser*, as aforesd, from the payment whereof and from all claims and demands in respect whereof the sd, *purchaser*, doth hereby release the sd, *vendor*, his heirs, exors, and admors, and in consideration of the further sum of £—— to the sd, *vendor*, now paid by the sd, *purchaser*, (the receipt of which sum of £——, making with the sd sum of £—— the sd purchase-money of £——, the sd, *vendor*, doth hereby acknowledge).

Transfer of stock.

VI. In consideration of the sum of £—— Consolidated £3 per Cent. Bank Annuities immediately before the execution of these presents purchased by the sd, *purchaser*, in the name of the sd, *vendor*, (the purchase in manner aforesd of which sd sum of £—— Bank Annuities the sd, *vendor*, doth hereby acknowledge).

Money paid into court.

VII. In consideration of the sd sum of £—— paid into court as hereinbefore is recited (the payment whereof in manner aforesd is hereby acknowledged).

Where consideration appears from other parts of deed.

VIII. In consideration of the premises [and of the covenants and agreements on the part of the said, *purchaser*, hereinafter contained, and for the other considerations herein appearing].

PARCELS. (*c*)

Land and houses.

1. ALL THAT piece or parcel of land containing by estimation, *or*, "admeasurement," *or*, "according to a recent admeasurement" —— acres, —— roods, and —— perches or thereabouts, situate in the parish of —— in the county of ——, and bounded on or towards the north by land now or late of A., Esq., on or towards the south by the high road from —— to ——, on or towards the west, &c., and also all that other piece or parcel of land containing, &c., situate, &c., and bounded, &c., together with the messuage or tenement and outbuildings erected or standing on the sd first mentioned piece of land, all which sd premises were lately in the tenure or occupation of ——, his undertenants or assigns, and are now in the tenure or occupation of, &c. .

Another form.

II. ALL THAT messuage or tenement, yard, garden, and outbuildings, and all those pieces or parcels of meadow or pasture land adjoining thereto and held therewith, situate, &c., and containing, &c., and now known as —— [*boundaries or reference to plan*].

House in town.

III. ALL THAT messuage or tenement with the yard, garden, coach-house, stable, offices, and outbuildings thereunto belonging, situate and being No. —— on the west side of —— street, *or*, "known as, &c., situate in the —— road," in the parish of ——, in the county of ——, and containing in width fronting &c., —— feet, and at the back or rear thereof —— feet, and in depth on each side thereof —— feet, be the same several dimensions little more or less, [*add reference to plan if thought necessary, in which case the dimensions may be given on the plan*].

(*c*) See 1 Dav. Prec.; Elphinstone's Introd. Conv., 111.

Newly-erected houses.

IV. ALL THOSE pieces or plots of land situate, &c., [and lately forming part of certain fields or closes of land known as, &c.] and all those —— messuages or dwelling-houses, shops, and outbuildings erected or now in course of erection on the sd respective pieces or plots of land and known as or intended to be called Nos. —, —, —, and —, —— street, and Nos. — and —, —— terrace, [*add reference to plan*].

Farm.

V. ALL THAT messuage or farm-house with the several closes or pieces of land and outbuildings thereunto belonging known as the —— farm, situate in the parish of —— and county of ——, and comprising in the whole —— acres, &c., or thereabouts, [*add reference, if desired, to schedule and plan*], which sd premises were formerly in the tenure or occupation of, &c., and are now in the occupation of ——.

Several pieces of land.

VI. ALL THOSE six pieces or parcels of land and hereditaments, situate, &c., containing in the whole, &c., or thereabouts, and with the respective quantities and boundaries thereof hereinafter more particularly mentioned (that is to say), first, a piece of land called, &c., containing, &c., and bounded, &c., secondly, &c., &c., be the sd respective quantities little more or less [or howsoever otherwise the sd respective pieces of land and premises may be called, known, or bounded].

A small irregular piece of land, with measurements in feet.

VII. ALL THAT piece of land situate, &c., the boundary line whereof starting from the north corner thereof runs towards the south-east next the —— road —— feet and then breaks north eastward —— feet, and from thence runs south eastward —— feet, and then returns towards the south-west —— feet, and then runs towards the north-west in a curved line adjoining the piece of land next hereinafter mentioned —— feet, and then towards the north-east back to the starting-point next, &c., —— feet.

Manors.

VIII. ALL THOSE the manors or lordships or reputed manors or lordships of, &c.

Mansion-house and estate.

IX. ALL THAT mansion house, with the park, gardens,

buildings, lands, and hereditaments, held therewith, known as the —— estate, containing, &c. [*reference to schedule and map*].

x. ALL THAT land covered with water, situate, &c., called or known as —— lake, and estimated to comprise —— acres, or thereabouts, and in the tenure or occupation of, &c. Lake.

xi. ALL THOSE, &c., together with half the bed or soil of the river —— where the same adjoins the sd respective pieces of land, and the right of fishing in the sd river, and other rights incident to the ownership of such half of the bed of the said river ——. Land adjoining river.

xii. ALL THOSE, &c., which sd premises [with the respective quantities, *or*, "dimensions" and boundaries, *or*, "abuttals", thereof], are more particularly delineated in the map or plan drawn in the margin, *or*, "on the back of the —— skin" of these presents, and therein coloured ——. Reference to plan.

xiii. ALL THOSE, &c., which sd premises [with the respective quantities and tenancies thereof] are more particularly described [according to the present state or description thereof] in the [first] schedule hereunder written, *or*, "hereto." Reference to schedule.

xiv. ALL THOSE the several capital and other messuages, &c., the particulars whereof are contained in the several schedules hereunder written. Another form.

xv. ALL THAT, &c., situate, &c., and more particularly described, *or*, "which sd premises are more particularly described" in the schedule hereunder written and are delineated or shown on the map or plan annexed hereto, *or*, "drawn in the margin," *or*, "on the back of the —— skin of these presents," and therein coloured red, [such schedule and map being respectively extracts from the apportionment of the tithe commutation rent-charge for the sd parish of ——, and the map therein referred to, *or*, "the numbers in the sd schedule and map corresponding with the numbers in the apportionment of the tithe commutation, &c."]. Reference to plan and schedule.

xvi. ALL WHICH sd premises are delineated in the plan Reference

to deposited plans and books of reference of a railway company.

drawn in the margin of these presents and therein coloured red, and in the same plan and also in the plans and books of reference of the sd railway for the sd parish of —— are distinguished by the numbers —— respectively.

Schedule and plan not to control description in body of deed.

XVII. ALL THOSE, &c., [*parcels with reference to schedule and plan*], which schedule and plan are intended and shall be taken merely as assisting and explaining the description hereinbefore contained and not as in any way governing, controlling, or restricting the same in the event of any variance or discrepancy between the sd schedule or plan and the sd description, [and all other (if any) the messuages, lands, tenements, or hereditaments which are comprised or described in the sd schedule hereto, but are not comprised in the description hereinbefore contained].

Lands, connecting modern with old description.

XVIII. ALL THOSE, &c. *modern description*, which sd premises were formerly part and parcel of lands called, &c. [were formerly described and conveyed by the description following, namely, &c., *or*, "by the several names, and as in the tenure or occupation of the several persons, and as containing the several quantities mentioned and set forth in the schedule," &c.]

By reference.

XIX. ALL AND SINGULAR the —— and hereditaments by the hereinbefore recited [within written] indre expressed to be granted, or otherwise assured with their and every of their rights, easements, and appurtenances.

Where freeholds and copyholds intermixed.

XX. ALL SUCH, and so many, and such parts and part of the several pieces or parcels of land, messuages, or tenements and hereditaments hereinafter mentioned, as are of freehold [copyhold], tenure (that is to say), all that, &c.

Undivided share of realty.

XXI. ALL THAT undivided moiety, or equal half part or share, *or*, "equal undivided —— part or share" [and all other the share, estate, and interest, if any, of him the sd A.] of and in all those messuages or tenements, lands and hereditaments, &c., and of and in all, &c., *general words*.

Reversion of undivided share of a

XXII. ALL THAT the remainder or reversion in fee simple of the sd A. expectant and to take effect in possession upon the decease and failure of issue of the body of the sd B., of

and in all that equal undivided —— part or share of and in all that the one undivided moiety, &c., late of the sd testator X., deceased, (being equivalent to one —— part of the entirety) of and in all that, &c. share of realty.

XXIII. ALL THAT the advowson, donation, right of presentation and patronage of, in, or to the rectory [vicarage] of the parish church of ——, in the county of ——, with all the rights, members, and appurtenances thereunto belonging, or therewith used or enjoyed. Advowson.

XXIV. ALL THAT the right of presentation to the sd rectory [vicarage] of the parish church of —— for the next avoidance of the same only. Next presentation.

XXV. ALL AND SINGULAR the —— and hereditaments comprised in or assured by the sd recited indre of settlement, and also the sd —— and premises by the sd recited indre of, &c., conveyed to the uses of the sd settlement, and also the sd —— and premises by the sd recited indre of, &c., conveyed in exchange by the sd —— as hereinbefore is mentioned, TOGETHER WITH, &c., *general words*, (save and except out of the assurance intended to be hereby made all such and so many and such parts or part of the sd hereditaments comprised in the sd recited indre of settlement as have since been sold or given in exchange as hereinbefore is mentioned, with their respective appurtenances) AND ALL the estate, &c. Where there have been sales and exchanges.

XXVI. ALL AND SINGULAR the —— and hereditaments comprised in or settled by the sd recited indre of, &c., (save and except out of this present assurance all such parts of the same premises as since the date and execution of the sd indre of settlement have been sold or parted with in exchange or upon any enfranchisement or partition under the respective powers therein contained or have been awarded, allotted, given in exchange or extinguished under the provisions of any of the Acts of Parliament relating to the enclosure or exchange of lands or otherwise), AND ALSO (by way of assurance and not of exception), all and singular the lands, tenements, allotments, and hereditaments which under or by Where there have been sales, &c., under powers and enclosures, &c.

virtue of any of the powers in the sd indre of settlement contained or otherwise have been purchased or received in exchange or on partition or conveyed to the uses or upon the trusts of the same indre, or which under the provisions of any of the Acts of Parliament aforesd or otherwise have been or are now in process of being or are intended to be allotted or awarded in respect of or allotted, awarded, or given in exchange or substitution for any of the hereditaments and premises which were originally comprised in the sd indre of settlement or have since been purchased or become subject thereto as aforesd, and all and singular other, if any, the hereditaments which are now by any means subject to the subsisting uses or trusts limited or declared by the sd indre of settlement.

Where there may have been awards or inclosures.

XXVII. ALL AND SINGULAR the —— hereditaments and premises in the hereinbefore recited [within written] indre comprised or expressed to be thereby granted or assured or which by virtue of any award, enclosure or otherwise are now vested in the sd —— upon the trusts of [*or*, are now subject to the subsisting uses of] the same indre.

Tithes.

XXVIII. ALL AND all manner of tithes of corn, grain, and hay, and all other tithes whatsoever, both great and small, and parcels and portions thereof, and all moduses and rent-charges in lieu or commutation of tithes issuing or payable out of or in respect of the lands and hereditaments situate, &c., described in the schedule hereunder written.

Coal mines without surface.

XXIX. ALL THE mines, veins, or seams of coal and cannel in or under all those lands, &c., together with the full right and power of making, sinking, maintaining, and using all such pits, shafts, drifts, levels, drains, watercourses, and reservoirs, and of constructing, erecting, maintaining, and using all such spoil banks, railroads, tramroads, and other roads, bridges, culverts, buildings, works, engines, machinery, and conveniences whatsoever, and of doing all such things in, under, upon, through, or over the same lands or any part thereof as may be necessary or convenient for searching for, working, getting, dressing, preparing, carrying away and

disposing of the same mines or seams, and the coal to be gotten therefrom, making from time to time nevertheless to the sd, *vendor*, his heirs and assigns, and his and their lessees and tenants, reasonable compensation for all damage thereby done or occasioned to the sd lands, or any buildings thereon. (*c*)

Fixed machinery, &c.

XXX. TOGETHER with all machinery, steam and other engines, mills, factories, workshops, sheds, buildings, railways, tramways, turntables, erections, fixtures, and works affixed or attached to the soil or freehold of the sd —— hereditaments and premises hereinbefore expressed to be hereby assured.

Right of way.

XXXI. TOGETHER ALSO with full and free right and liberty for the sd, *purchaser*, his heirs, [exors, admors,] and assigns, at all times hereafter, by day or by night, and for all purposes, with or without horses, carts, carriages, or waggons, laden or unladen, to go, pass, and repass, and to drive cattle, sheep, and other animals along over and upon the sd road, called, &c., *or*, "leading from —— to ——," [delineated in the sd plan, and therein coloured red].

Another form.

XXXII. TOGETHER ALSO with the free use and enjoyment for the sd, *purchaser*, his heirs, [exors, admors,] and assigns, of the sd street or road called, &c., at all times hereafter and for all purposes in common with the owners and occupiers for the time being of the other houses situate, &c. the sd, *purchaser*, his heirs, [exors, admors,] and assigns from time to time paying his or their due proportion with such other owners or occupiers as aforesd [according to the extent of his or their frontage] of the expense of maintaining the sd street or road and the fences adjoining the same in proper repair, until the same shall be adopted by the parish or local authority.

The same to a private dwelling house only.

XXXIII. TOGETHER also with full and free right and liberty for the sd, *purchaser*, his heirs, [exors, admors,] and assigns, the owners and occupiers of the sd messuage and hereditaments, known as, &c., at all times hereafter,

(*c*) See also the forms of reservations of minerals, below, pp. 259, 260.

[between —— o'clock in the forenoon, and —— o'clock in the afternoon], and for all purposes connected with the use and occupation of the sd messuage and hereditaments as a private residence, but not further or otherwise, with or without horses, or other animals, carts, carriages or waggons, laden or unladen, to go and return along, &c., as in No. XXXI.

Policy of assurance.

XXXIV. ALL THAT policy of assurance on the life of the sd A., effected in the —— Assurance Society, in the name of the sd A. [the sd B.], dated, &c., numbered, &c., for the sum of £——, and under the annual premium of £—— and all moneys assured by or to become payable under the sd policy [*or*, and the sd sum of £—— assured thereby, and all bonuses and additions thereto], and the full benefit thereof.

Several policies described in schedule.

XXXV. ALL THOSE the several policies of assurance on the lives of the sd K. and L. respectively, the particulars whereof showing the offices in which and the persons in whose names the same respectively were effected, and the sums assured thereby, and the dates and numbers thereof, and premiums payable in respect of the same, are contained in the schedule hereto, and all moneys, &c., *as in* No. XXXIV.

Life interest in personalty

XXXVI. ALL THE estate and interest of him the sd, *vendor*, under the hereinbefore recited indre of settlement [will] during his life in the stocks, funds, and securities specified in the schedule hereto, or the moneys and investments now or hereafter representing, or substituted for the same, or any part thereof, and in the interest, dividends, and annual produce thereof, and of every or any part thereof [subject to the yearly sum of £—— payable to the sd K. during the life of the sd, *vendor*, as hereinbefore is mentioned.]

Reversionary interest in personalty.

XXXVII. ALL THAT the share estate and interest of him the sd, *vendor*, under the hereinbefore recited indre of settlement [will] expectant and to take effect in possession on the death of the sd K. [or the default or failure of children of the sd K. by L. his wife as aforesd, which shall last

happen] of and in the stocks, funds, and securities specified in the schedule hereto, or the moneys or investments which may from time to time be substituted for, or represent the same, or any part thereof, and the interest, dividends, and annual produce thereof.

Share of residue.

XXXVIII. ALL THAT the one equal —— part or share, and all other (if any) the part or share to which the sd, *vendor*, is entitled under the sd will and codicils of the sd K. as hereinbefore is recited, of and in the residuary personal estate of the sd K., or the moneys to arise from the sale, conversion, and getting in of the same, subject to and after payment of the funeral and testamentary expenses and debts of the sd testator, and the legacies bequeathed by his sd will and codicils.

Exception or reservation.

XXXIX. (*d*) ALL THOSE, &c., SAVE AND except out of the assurance intended to be hereby made [this present assurance] All, &c., *or*, "EXCEPT AND always reserved unto the sd, *vendor*, his heirs and assigns, &c.," AND ALSO by way of assurance, and not of exception or reservation, all, &c.

Reservation of minerals, with rights of surface working.

XL. SAVE AND except out of the assurance intended to be hereby made and reserved unto the sd, *vendor*, his heirs and assigns, all [coal, ironstone], and other mines, stone, and minerals whatsoever, lying in or under the lands first hereinbefore expressed to be hereby assured, with full liberty and power at all times to enter upon the sd lands or any part thereof, to search for, dig, raise, make merchantable, and carry away the sd [coal, iron-stone], and other mines, stone, and minerals [without leaving any support for the surface of the sd lands], and with full liberty and power to make, sink, maintain, and use all such pits, shafts, levels, drains, water-courses and reservoirs, and to construct, erect, maintain and use all such spoil-banks, railroads, tramroads, and other roads, bridges, buildings, works, engines, machinery, and conveniences whatsoever, and to do all such things in, under, upon,

(*d*) See Elphinstone's Introd. Conv. 118.

through, or over the sd lands, or any part thereof, as may be necessary or convenient for all or any of the purposes aforesd, making from time to time nevertheless to the sd, *purchaser*, his heirs and assigns, and his and their lessees and tenants, reasonable compensation for all damage thereby done or occasioned to the sd lands, [other than any damage occasioned by the subsidence of the sd lands].

Full form.

XLI. EXCEPT AND reserving out of the assurance intended to be hereby made, all mines and minerals (other than clay, marl, gravel, and sand, which can be gotten without going under or passing through any seam or vein of coal or iron-stone), whether already opened and in working or not, in or under the lands and hereditaments expressed to be hereby assured, and every part thereof, and in or under all roads or ways intersecting the sd lands and hereditaments, or any part thereof, and in or under all roads or ways bounding the same lands and hereditaments, to the centre of such roads or ways, and which mines and minerals (other than and excluding such clay, marl, gravel, and sand as aforesd), are hereinafter referred to as the excepted mines and minerals; with full power for the sd, *vendor*, his heirs and assigns, and his and their lessees, agents, servants, and workmen, to search for, get, take, and carry away, and have and take the rents and profits of the excepted mines and minerals; and to sink any pits or shafts, and excavate and drive any underground levels, pits, passages, adits, and headways, and make and lay down any railways, tramways, or other ways or roads, above or underground, and to make any sidings, tramways, or other communications with or to the —— Railway, and to erect and build any offices, buildings, engines, pumps, machinery, works, or conveniences, and to place, stack, and lay up any coal, cannel, or other minerals, earth, and rubbish to be raised out of any of the sd mines upon such part of the sd lands and hereditaments as is coloured —— on the sd map or plan, for the purpose of getting and working the excepted mines and minerals, [and any mines or minerals in or under the other lands and hereditaments be-

longing to the sd, *vendor*, delineated and shown on the sd map or plan]; and also to make and use for the purpose of the carriage, sale, and delivery, not only of the excepted mines and minerals, [and of all mines and minerals in or under the other lands and hereditaments aforesd], but also of all materials, articles, and things which the sd, *vendor*, his heirs or assigns, or his or their lessees, agents, servants, and workmen, may desire to carry or convey to or from any collieries or works for the time being existing on any of the lands and hereditaments coloured —— in the sd map or plan, and for any purpose connected with the use and enjoyment of the sd respective collieries and works, mines, and minerals, a tramway from the point marked A., on the sd map or plan to the point marked B. on the same map or plan on the line marked thus —— on such map or plan, but subject nevertheless to the right of the sd, *purchaser*, his heirs and assigns, to make and use any rail or tramways or other roads or ways, over, across, or under the sd tramway, but so as not unnecessarily to obstruct or impede the use and working thereof: Provided nevertheless that no surface rights shall be exercisable under or by virtue of the aforesd exceptions and reservations, except in and upon the sd lands coloured —— on the sd map or plan, and that the sd, *vendor*, his heirs and assigns (hereinafter called the mine owners), shall from time to time on demand, make all due compensation to the sd, *purchaser*, his heirs and assigns (hereinafter called the surface owners) and the occupiers for the time being of such lands for all such injury or damage as may be done to any buildings on the sd lands expressed to be hereby assured, or which may be erected thereon for agricultural purposes, arising from any act or neglect in working or getting the excepted mines and minerals, [or the mines or minerals in or under the other lands and hereditaments aforesd], or in the exercise of any of the powers or authorities hereby excepted or reserved, or any of them; and that the mine owners shall also previous to using any of the lands which they are hereby authorised to use, pare off the turf and sur-

face soil from the part of the land about to be used by them, and lay up the same in heaps in some convenient part of the land; and shall also from time to time fence out with good and substantial posts and rails such part or parts of the lands which they are hereby authorised to use as they may dig into, occupy, or use by virtue of any of the exceptions or reservations herein contained, and at all times hereafter keep and preserve such fences in good and substantial repair; and shall also pay to the surface owners for every statute acre of the lands which the mine owners shall from time to time enter upon, use, or occupy by virtue of any of the sd exceptions or reservations, the yearly rent of £——, and so in proportion for any greater or less quantity than an acre, by four equal quarterly payments, on the —— day of ——, &c., clear of all deductions, except property tax, the first payment of such rent, or an apportioned part thereof, to be made on such of the sd quarterly rent days as shall happen next after any such lands shall be entered upon, used, or occupied, and the sd rent shall continue payable until the land shall be levelled and restored fit for agricultural purposes, and the possession thereof delivered up to the surface owner, and shall be recoverable by distress as rent reserved on common demises; and that the mine owners shall also pay all rates and taxes for the time being payable except property tax, in respect of the land so entered upon, used, or occupied, and shall also on demand from time to time pay the surface owners or the occupiers or tenants for the time being of the sd lands, reasonable compensation for any damage occasioned to any grass, corn, or other crops growing upon the sd lands at the time of entry thereon; and that all questions of compensation shall in case of disagreement be settled by two arbitrators or their umpire; and that these stipulations, so far as they purport to affect the sd, *vendor*, shall bind him and his heirs, exors, and admors, and shall also bind the excepted mines and minerals and the owners thereof for the time being.

Reserva- XLII. EXCEPT NEVERTHELESS and reserving unto the sd,

vendor, his heirs and assigns, all mines and minerals in and under the sd lands expressed to be hereby conveyed, with full power and authority to work and get the same mines and minerals, but so nevertheless that the sd, *vendor*, his heirs and assigns, shall have no right or power whatsoever in or over the surface of the sd lands, but only to prosecute works there underground, and shall from time to time make reasonable and adequate compensation to the sd, *purchaser*, his heirs and assigns, and to his and their tenants, for all damage and injury that may be done to the surface of the sd premises, or to any buildings thereon by or in consequence of any works of the said, *vendor*, his heirs or assigns.

tion of minerals with right of underground working only.

XLIII. EXCEPT NEVERTHELESS and reserving unto the sd, *vendor*, his heirs, [exors, admors,] and assigns, full and free right and liberty at all times hereafter, &c. See Nos. XXXI., XXXII., or XXXIII.

Reservation of right of way.

XLIV. EXCEPT and reserving unto the sd, *vendor*, his heirs and assigns, the sole and exclusive right and liberty at all times hereafter of using the water from the reservoir distinguished in the sd plan by a blue colour for supplying water to the messuage and buildings called ——, now in the occupation of the sd, *vendor*, for domestic, stable or horticultural purposes only: AND ALSO the full, free, and uninterrupted flow and passage at all times hereafter of the water from the sd reservoir for such purposes, through the pipes now lying under the lands hereinbefore expressed to be hereby assured, along the lines distinguished by a red colour and the letters EE on the sd plan, and through any pipes which may from time to time be substituted for the same: AND ALSO liberty from time to time to enter upon the sd lands, and to repair, reconstruct, and maintain the sd reservoir, and to repair, renew, and maintain the sd pipes, the sd, *vendor*, his heirs and assigns, making full compensation to the sd, *purchaser*, his heirs and assigns, for all surface damage done or occasioned by the exercise of such liberties as last aforesd.

Reservation of right to use of reservoir.

GENERAL WORDS. ESTATE CLAUSE.

Lands.

I. TOGETHER WITH all buildings, erections, fixtures, hedges, ditches, ways, passages, waters, water courses, woods, underwoods, commons, [franchises, mines, minerals, (*c*)] rights, easements, and appurtenances whatsoever, to the sd premises or any of them, or any part thereof belonging, or with the same now or heretofore used occupied or enjoyed, or reputed or known as part or parcel thereof or appurtenant thereto.

Manor and lands.

II. TOGETHER WITH all houses, buildings, erections, fixtures, grounds, meadows, pastures, heaths, moors, mines, minerals, wastes, warrens, woods, underwoods, coppices, ways, waters, water courses, courts leet, courts baron and other courts, waifs, estrays, treasure trove, mills, mulctures, customs, tolls, duties, reliefs, fines, heriots, fisheries, fowlings, franchises, royalties, jurisdictions, privileges, rights, [*&c., as above.*]

House in town.

III. TOGETHER WITH all buildings, erections, fixtures, cellars, ways, passages, lights, sewers, drains, rights, easements, and appurtenances whatsoever [*&c., as in No.* 1.]

Short form for houses or lands.

IV. TOGETHER WITH, the rights, easements, and appurtenances to the sd premises, or any part thereof, actually or by reputation belonging, or therewith now or heretofore held or enjoyed.

Estate clause. General form.

V. AND ALL the estate, right, title, interest, claim, and demand of the sd, *vendor*, [*or*, of the sd, *conveying parties*, respectively] in, to, or upon the sd premises, or any part thereof.

(*c*) The word "franchises" applies to manors only, and "mines and minerals" to freeholds only.

VI. AND ALL the estate and interest of the sd, *conveying party or parties*, in the sd premises. Short form.

VII. AND ALL such estate, right, title, interest, claim, and demand whatsoever in, to, or upon the sd premises, as the sd, *conveying party or parties*, can, by statute or otherwise, convey or assure. For conveyance under statutory authority by limited owner.

VIII. AND ALL the estate, &c., of the sd, *conveying party or parties*, in, to, or upon the sd premises, or which he [*or*, they or any of them are or] is able to appoint or dispose of. For conveyance under power.

POWER OF ATTORNEY. (*f*)

TOGETHER WITH full power and authority for the sd, *purchaser*, his exors, admors, or assigns, in the name or names, and as the attorney or attorneys of the sd, *vendor*, his exors or admors, or otherwise, but at the costs of the sd, *purchaser*, his exors, admors, or assigns, to demand, sue for, recover, and receive, and give effectual receipts and discharges for the sd —— and premises expressed to be hereby assigned, or any of them, or any part or parts thereof, and for any of such purposes at any time to appoint a substitute or substitutes.

(*f*) See Elphinstone's Introd. Conv., p. 202. This power may be omitted in reliance on 36 & 37 Vic., c. 66, "The Supreme Court of Judicature Act, 1873," sect. 25, clause 6. if "notice in writing shall have been given to the debtor, trustee, or other person, from whom the assignor would have been entitled to receive or claim such debt or chose in action."

HABENDUM.

For freeholds.

I. TO HAVE AND TO HOLD the sd [messuages, farms, lands] and hereditaments, and all and singular other the premises hereinbefore expressed to be hereby [granted] UNTO the sd, *purchaser*, his, [*purchasers*, their] heirs and assigns [subject, &c., *here state any incumbrances or liabilities subject to which the property is conveyed*], TO THE USE of the sd, *purchaser*, his, [*purchasers*, their] heirs and assigns for ever, [*if tenants in common say*, "TO THE USE of the sd, *purchasers*, and their respective heirs and assigns, as tenants in common, in equal shares," *or*, "in the shares following, that is to say, one moiety to the sd —— his heirs and assigns, one equal fourth part to the sd, &c."

Short form.

II. TO HOLD the sd premises hereby assured UNTO AND TO THE USE of the sd, *purchaser*, his heirs and assigns.

To uses to bar dower.

III. TO HAVE AND TO HOLD the sd —— and hereditaments, and all other the premises hereinbefore expressed to be hereby [granted] UNTO the sd, *purchaser*, and his heirs, [subject, &c., *here state incumbrances or liabilities affecting the property*], TO SUCH USES upon such trusts and with and subject to such powers and provisions as the sd, *purchaser*, shall at any time or from time to time by any deed or deeds appoint, and in default of such appointment, and so far as no such appointment shall extend, TO THE USE of the sd, *purchaser*, and his assigns during his life, without impeachment of waste, and from and after the determination of that estate by any means in his lifetime To THE USE of the sd, *dower trustee*, and his heirs, [*or*, exors and admors] during the life of the sd, *purchaser*, upon trust for the sd, *purchaser*, and his assigns, and from and after the determination of the estate hereby limited to the sd, *dower trustee*, as aforesd To THE USE of the sd, *purchaser*, his heirs and assigns for ever.

IV. To HAVE, &c., UNTO the sd, *grantee or grantees to uses*, and his [their] heirs TO THE USES upon the trusts and with and subject to the powers and provisions hereinafter limited, declared, and expressed of and concerning the same. To uses.

V. To HAVE AND TO HOLD all the sd —— and premises hereinbefore expressed to be hereby granted unto the sd, *trustees*, and their heirs, TO SUCH of the uses upon such of the trusts and with and subject to such of the powers and provisions by and in the sd indre of settlement of, &c., limited declared and expressed of and concerning the sd —— and hereditaments therein comprised as are now subsisting or capable of taking effect. To uses of settlement.

VI. To HAVE, &c., UNTO AND TO THE USE of the sd, *trustees*, their heirs and assigns for ever UPON THE TRUSTS and with and subject to the powers and provisions hereinafter declared and expressed of and concerning the same. Upon trusts.

VII. To HAVE AND TO HOLD all the sd —— and premises hereinbefore expressed to be hereby [granted] unto the sd *purchaser*, his heirs and assigns, discharged from all principal moneys and interest intended to be secured by and from all claims and demands under the hereinbefore recited indre of, &c., To THE USE, &c. Free from a specified incumbrance.

VIII. To HAVE AND TO HOLD the sd —— hereditaments and premises hereinbefore expressed to be hereby assigned UNTO the sd, *purchaser*, his exors, admors, and assigns, henceforth for all the residue now unexpired of the sd term of —— years [respective terms of —— and —— years], granted by the sd indre [respective indres] of lease, subject nevertheless henceforth [*or*, as from the —— day of ——] to the payment of the rent [rents], and the performance and observance of the covenants and agreements on the part of the lessee, and conditions by and in the same indre [indres respectively] reserved and contained. Leaseholds.

IX. To HAVE AND TO HOLD all such parts of the sd premises hereinbefore expressed to be hereby granted and assigned as are of freehold tenure UNTO AND TO THE USE Freeholds and leaseholds mixed.

of the sd, *purchaser*, his heirs and assigns for ever, and TO HAVE AND TO HOLD all such parts of the sd premises as are of leasehold tenure UNTO the sd, *purchaser*, his exors, admors, and assigns, henceforth for all, &c., *as in preceding form.*

Personalty.

X. TO HAVE AND TO HOLD all the sd —— and premises hereinbefore expressed to be hereby assigned unto the sd, *purchaser*, his [*purchasers*, their] exors, admors, and assigns for his [and their] absolute benefit, *or*, "absolutely."

COVENANTS FOR TITLE. (*g*)

I.

ORDINARY FORM *for* FREEHOLDS *by a single Vendor to a single Purchaser.* VARIATIONS *for* COPYHOLDS, *and for a* CONVEYANCE *to* USES, *e.g. to bar Dower, or the uses of a Will or Settlement. Also for a* CONVEYANCE *subject to a* MORTGAGE, *or Incumbrances. Also for a case in which* MORTGAGEES, TRUSTEES, *or other parties besides the* VENDOR, *join in the Conveyance.* (*h*)

For right to convey.

AND THE SD, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser or grantee to uses*, his heirs and assigns, that notwithstanding anything by him, the sd, *vendor* [or any of his ancestors or testators, *or*, the sd X., deceased], done, omitted or knowingly suffered, he, the sd, *vendor* (*i*), now hath

(*g*) See 1 Dav. Prec., Elphinstone's Introd. Conv. 122.

(*h*) For the case where a husband covenants for the acts of his wife, see below, form No. III., p. 272.

(*i*) If trustees, mortgagees, or other parties join in the conveyance, add here, "with the concurrence of the sd, *other conveying parties*."

full power to grant (*k*) all and singular the sd hereditaments and premises hereinbefore expressed to be hereby granted (*l*), to the use of the sd, *purchaser or grantee to uses*, his heirs and assigns (*m*) [*if copyholds*, according to the custom of the sd manor] (*n*) : And that the sd premises hereinbefore expressed to be hereby granted (*l*), and every of them, and every part thereof, [*or*, the same premises,] shall at all times hereafter remain and be to the use of the sd, *purchaser or grantee to uses*, his heirs and assigns (*p*) [according to the custom of the sd manor], and be quietly entered into and upon, and held and enjoyed, and the rents and profits thereof received [by the sd, *purchaser*, his heirs [appointees], and assigns (*q*)] accordingly, without any interruption, claim, or demand whatsoever by the sd, *vendor*, or his heirs, or by any other person or persons claiming, or to claim through, under, or in trust for him [or any of his ancestors, or testators, *or*, the sd X.,

For quiet enjoyment.

(*k*) *Or*, "appoint," *or*, "appoint and grant," *or*, "release," *or*, "surrender," as the case may be.

(*l*) *Or*, "appointed," *or*, "appointed and granted," *or*, "released," *or*, "the sd hereditaments and premises hereinbefore covenanted to be surrendered," as the case may be.

(*m*) In a conveyance to the uses of a settlement or will, or to bar dower, or any other uses less simple than to the purchaser in fee, say, "to the uses and in manner hereinbefore expressed."

(*n*) In a conveyance subject to a mortgage or incumbrances, add "subject to the sd indre of mortgage of the —— day of ——, and the sum of £—— and interest thereby secured as aforesaid, *or*, subject to the sd respective charges and incumbrances to which the conveyance hereby made is hereinbefore expressed to be subject," *or*, "subject as aforesd."

(*p*) In a conveyance to uses, say, "to the uses hereinbefore expressed."

(*q*) The words here bracketed to be inserted only in a conveyance to the purchaser in fee, or to uses to bar dower, and the word, "appointees," in the latter case only. If the conveyance is subject to a mortgage or incumbrances, add after "accordingly," "subject as aforesd."

Free from incumbrances.

(*r*): AND THAT free and discharged from or otherwise by the sd, *vendor*, his heirs, exors, or admors, sufficiently indemnified against all estates, incumbrances, claims, and demands whatsoever, created, made, or suffered by him the sd, *vendor*, or his heirs [or by any of his ancestors or testators, *or*, the sd X.], or any person or persons claiming or to claim through, under, or in trust for him [them, or any of them] (*s*): AND FURTHER, that he the sd, *vendor*, and his heirs, and every person having or claiming any estate, right, or interest in or to the sd hereditaments and premises hereinbefore expressed to be hereby granted (*t*), [*or*, the sd premises], or any of them, or any part thereof, through, under, or in trust for him [or any of his ancestors or testators, *or*, the sd X., deceased], will at all times hereafter, at the cost of the sd, *purchaser or grantee to uses*, his heirs [appointees], or assigns (*u*), execute and do all such assurances and acts whatsoever, for the further or more effectually assuring the sd hereditaments and premises hereinbefore expressed to be hereby granted (*t*) [*or*, the sd premises], or any of them, or any part thereof, to the use of the sd, *purchaser*, his heirs [appointees] and assigns (*x*) [according to the custom of the sd manor] (*y*),

For further assurance.

(*r*) In a conveyance subject to a mortgage or incumbrances, add, "other than and except any person or persons, claiming in respect of the sd mortgage," or "in respect of any of the charges or ncumbrances aforesd."

(*s*) In a conveyance subject to a mortgage or incumbrances, add, "save and except the sd indre of mortgage," *or* "the respective charges and incumbrances aforesd, and claims and demands in respect thereof."

(*t*) "Appointed," or as the case may be.

(*u*) In a conveyance to uses other than to a purchaser in fee, or to bar dower, say, "at the cost of the person or persons requiring the same."

(*x*) In a conveyance to uses other than to a purchaser in fee, or to uses to bar dower, say, "to the uses and in manner aforesd."

(*y*) In a conveyance subject to a mortgage or incumbrances, add, "subject as aforesd."

as by the sd, *purchaser or grantee to uses*, his heirs [appointees] or assigns (*z*) shall be reasonably required.

II.

CONCISE FORM *for* FREEHOLDS *or* COPYHOLDS. (*a*)

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his heirs and assigns, that notwithstanding anything by him, the sd, *vendor*, [or any of his ancestors or testators] done, omitted, or knowingly suffered, he, the sd, *vendor*, has power to [grant] all the sd premises hereinbefore expressed to be hereby [granted], to the use of the sd, *purchaser*, his heirs [appointees], and assigns: AND THAT the same premises shall remain and be to the use of the sd, *purchaser*, his heirs [appointees], and assigns, and may be quietly entered upon, held, and enjoyed accordingly without any interruption by the sd, *vendor*, or any person claiming under or in trust for him, [or any of his ancestors or testators]: AND THAT discharged or otherwise by the sd, *vendor*, his heirs, exors, or admors, indemnified against all incumbrances created by the sd, *vendor*, [or any of his ancestors or testators], or any person claiming, under, or in trust for him [them, or any of them], *or, instead of the two last clauses*, "free from incumbrances:" AND THAT he, the sd, *vendor*, and every person claiming under or in trust for him [or any of his ancestors or testators], will at all times, at the cost of the sd, *purchaser*, his heirs [appointees], or assigns, execute and do all such as-

For right to convey.

For quiet enjoyment.

Free from incumbrances.

For further assurance.

(*z*) In a conveyance to uses other than to a purchaser in fee or to bar dower, add, "or any person or persons interested in the sd premises, or any part thereof, under or by virtue of these presents."

(*a*) For variations for copyholds, and applicable to different circumstances, see Form No. I.

surances and acts for the further assuring the sd premises or any part thereof to the use of the sd, *purchaser*, his heirs [appointees], and assigns as shall be reasonably required.

III.

FREEHOLDS *or* COPYHOLDS, *where the vendor covenants for the* ACTS *of himself and his* WIFE. VARIATIONS, *where the* WIFE *joins in the covenant to bind her* SEPARATE ESTATE.

For right to convey, &c.

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, and admors [and the sd, *wife*, as a separate covenant, and to the intent to bind her separate estate, doth hereby for herself, her heirs, exors, and admors] covenant with the sd, *purchaser or grantee to uses*, his heirs and assigns, that, notwithstanding anything by the sd, *vendor*, and the sd —— his wife or either of them [or any of the ancestors or testators of the sd, *vendor or his wife, as the case may be,*] done, omitted, or knowingly suffered to the contrary, the sd, *vendor*, and his sd wife now have full power,

For quiet enjoyment.

&c., *for right to convey, as in No.* I., *for quiet enjoyment, as in No.* I., without any interruption, claim, or demand whatsoever by the sd, *vendor*, and his sd wife, or either of them, or any person or persons claiming or to claim through, under, or in trust for them, or either of them [or any of the ancestors or testators of the sd, *vendor or his wife*]; AND

Free from incumbrances.

THAT free and discharged from or otherwise by the sd, *vendor*, his heirs, exors, or admors [*or*, the sd, *vendor*, and his sd wife, or their respective heirs, exors, or admors] sufficiently indemnified against all estates, incumbrances, claims, and demands, created, made, or suffered by the sd, *vendor*, and his sd wife, or either of them [or any of the ancestors or testators of the sd, *vendor, or his wife*], or any person or persons claiming or to claim through, under, or

in trust, for them, or either of them: And further that the sd *vendor*, and his sd wife respectively, and every other person having or claiming any estate, right, or interest in or to the sd premises, or any of them, or any part thereof through, under, or in trust for them, or either of them [or any of the ancestors or testators of the sd, *vendor or his wife,*] will at all times hereafter, &c., *remainder of covenant for further assurance, as in No.* I. For further assurance.

IV.

FREEHOLDS *or* Copyholds, *in a conveyance by* Tenants in common, Coparceners, *or* Joint Tenants. Variations, *where the parties are interested in* Unequal Shares, *and where one of them is a* Married Woman *whose husband joins in the covenant. Also where the* Wife *covenants for the purpose of binding her* Separate Estate.

And each of them, the sd, *covenantors*, [*or*, the sd parties hereto of the —— part other than the sd, *wife,*] doth hereby for himself [or herself], his [or her] heirs, exors, or admors, so far as regards the acts and defaults of himself [or herself], and of his [or her] ancestors, or testators, and of persons claiming under, or in trust for him [her], or them, respectively [and in the case of the sd, *husband*, as regards the acts and defaults of the sd ——, his wife, and of persons claiming under her], but not for the acts and defaults of the others of them, the sd covenanting parties, or of persons claiming under, or in trust for them, or any of them [and the sd, *wife*, doth hereby for herself, her heirs, exors, and admors, to the intent to bind her separate estate, and so far as regards the acts and defaults of herself and of her ancestors and testators, and persons claiming For right to convey.

under, or in trust for them, or any of them, respectively, but not for the acts and defaults of the others of the sd covenanting parties, or of persons claiming under, or in trust for them, or any of them], and so that the liability of each of the sd covenanting parties under this present covenant shall be limited, *if the vendors are joint tenants*, "to one equal —— share only," *if tenants in common or coparceners*, "to the share of the covenanting party [or his wife] of or in the sd premises,(*b*) covenant with the sd, *purchaser or grantee to uses*, that, notwithstanding anything by them, the sd covenanting parties [and the sd, *wife*], or any of them, or any of their ancestors, or testators, or any person claiming under, or in trust for them, or any of them, done, omitted, or knowingly suffered to the contrary, they, the sd covenanting parties [and the sd, *wife*], respectively now have full power, *for right to convey as in No.* I.; *for quiet enjoyment, as in No.* I., without any interruption, claim, or demand whatsoever by the sd covenanting parties [and the sd, *wife*,] or any of them, or any person or persons claiming or to claim, through, under, or in trust for them, or any of them, or any of their ancestors or testators, AND THAT free and absolutely discharged from, or otherwise by the sd covenanting parties respectively, or their respective heirs, exors, or admors, sufficiently indemnified against all estates, incumbrances, claims, and demands created, made, or suffered by the sd covenanting parties [and the sd, *wife*,] or any of them, or any of their ancestors or testators, or any person or persons claiming, or to claim, through, under, or in trust for them or any of them, AND FURTHER that the sd covenanting parties [and the sd, *wife*,] respectively, and every person having or claiming any estate, right, or interest at law, or in equity, in or to the sd premises, or any of them, or any part thereof, through, under, or in trust for them, or any of them, or any of their ancestors or testators will at all times hereafter, &c., *for further assurance, as in*

For quiet enjoyment.

Free from incumbrances.

For further assurance.

(*b*) If the proviso at the end of this form is inserted, the preceding words from "and so that" will be omitted.

No. I. [*If it is desired to limit the liability of each covenantor to the amount of purchase money received by him, the following may be added,* PROVIDED ALWAYS that the total amount recoverable from each of them, the sd A., *one vendor*, B. *another vendor*, and C. *another vendor*, or from his or her heirs, exors, or admors, by way of damages under the respective covenants by them, the said A., B., and C., respectively hereinbefore contained, shall not exceed the sum of £ ——, *or*, "the several sums hereinafter mentioned, that is to say, from the said A., his heirs, exors, or admors, the sum of £——, from the sd B., his heirs, exors, or admors, the sum of £——, and from the sd C., his heirs, exors, or admors, the sum of £——."] Proviso limiting liability of covenantors to their shares of the purchase-money.

V.

FREEHOLDS *or* COPYHOLDS, *by* ONE VENDOR *to* TWO PURCHASERS *as joint tenants or tenants in common.*

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant, *in a conveyance in joint tenancy* with the sd, *purchasers*, their heirs and assigns, *in a conveyance in common* with the sd, *purchasers*, their heirs and assigns, and as a separate covenant with each of them, his heirs and assigns, *for right to convey, see No.* I., "to the use of the sd, *purchasers*, their heirs and assigns [as tenants in common] in manner aforesd [according to the custom of the sd manor."] AND THAT, &c., *for quiet enjoyment, see No.* I., "by the sd *purchasers*, their [*in a conveyance in common*, respective] heirs and assigns." *For freedom from incumbrances, see No.* I. AND FURTHER that he, the sd, *vendor*, and his heirs, and every other person having or claiming any estate, right, or interest in or to the sd premises or any of them, or any part thereof, through, under, or in trust for him the For right to convey. For quiet enjoyment. Free from incumbrances. For further assurance.

sd, *vendor*, or his heirs [or any of his ancestors or testators] will at all times hereafter, at the cost of the sd, *purchasers*, their [respective] heirs or assigns, execute and do all such assurances and acts whatsoever for the further or more effectually assuring the sd premises and every of them, and every part thereof, to the use of the sd, *purchasers*, their heirs and assigns [as tenants in common] in manner aforesd, [according to the custom of the sd manor] as by the sd, *purchasers*, their [respective] heirs or assigns shall be reasonably required.

VI.

LEASEHOLDS *by one vendor (whether the original lessee or not) to one purchaser.* VARIATIONS, *where the* VENDOR *claims under a* WILL *or* INTESTACY, *and for* SEVERAL LEASES, *also for a case in which* MORTGAGEES, TRUSTEES, *or other persons besides the Vendor join in the Conveyance.*

That lease is good.

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his exors, admors, and assigns, that notwithstanding any act or thing by him the sd, *vendor*, [or the sd X., deceased] done, omitted, or knowingly suffered, the hereinbefore recited [*or*, the within written] indre of lease is now a valid and subsisting lease of the sd —— and premises [*or*, *if several leases*, the hereinbefore recited indres of lease of, &c. are respectively now valid and subsisting leases of the sd respective —— and premises] hereinbefore expressed to be hereby assigned, and in no wise forfeited, surrendered, or become void or voidable: AND THAT the rent [respective rents] and covenants and agreements on the part of the lessee [respective lessees] and conditions by and in the sd indre [respective indres]

That rent and covenants paid

of lease reserved and contained, have been duly paid, observed, and performed up to the day of the date of these presents: AND THAT notwithstanding any such act or thing as aforesd, he the sd, *vendor*, (*d*) now hath full power to assign all and singular the sd —— and premises hereinbefore expressed to be hereby assigned unto the sd, *purchaser*, his exors, admors, and assigns, for all the residue now unexpired of the sd term of —— years [respective terms of —— and —— years] in manner [and subject as] aforesd: AND FURTHER that it shall be lawful for the sd, *purchaser*, his exors, admors, and assigns, at all times hereafter during the residue of the sd term [respective terms] quietly to enter into and upon and hold and enjoy the sd premises and every of them, and every part thereof, and to receive the rents and profits thereof [subject as aforesd] without any interruption, claim, or demand whatsoever by the sd, *vendor*, his exors or admors, or any person or persons claiming or to claim through, under, or in trust for him or them, [or the sd X., deceased] [other than and except, p. 270, note *r*]: AND THAT free and absolutely discharged from or otherwise by the sd, *vendor*, his heirs, exors, or admors, sufficiently indemnified against all estates, incumbrances, claims, and demands whatsoever created, made, or suffered by the sd, *vendor*, his exors or admors, [or the sd X., deceased,] or any person or persons claiming or to claim through, under, or in trust for him, them, or any of them [except as aforesd]: AND FURTHER that he, the sd, *vendor*, his exors and admors, and every other person having or claiming any estate, right, or interest, at law or in equity, in or to the sd premises, or any of them, or any part thereof, through, under, or in trust for him or them, [or the sd X., deceased,] will at all times hereafter, at the cost of the sd, *purchaser*, his exors, admors, or assigns, execute and do all such assurances and acts whatsoever for the further or

and performed.

For right to assign.

For quiet enjoyment.

Free from incumbrances.

For further assurance.

(*d*) If trustees, mortgagees, or other parties, join in the conveyance, add here, "with the concurrence of the sd, *other conveying parties*."

more effectually assigning or assuring the sd premises and every of them, and every part thereof unto the sd, *purchaser*, his exors, admors, and assigns, for all the residue which shall be then unexpired of the sd term [respective terms], [subject as aforesd,] as by the sd, *purchaser*, his exors, admors, or assigns, shall be reasonably required.

VII.

CONCISE FORM *for* LEASEHOLDS *by one vendor (whether the original lessee or not) to one purchaser.*

That lease is good.

That rent and covenants paid and performed.

For right to assign.

For quiet enjoyment.

Free from incumbrances.

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his exors, admors, and assigns, that notwithstanding anything by him the sd, *vendor*, done, omitted, or knowingly suffered, the sd lease is now valid and subsisting: AND THAT the rent and covenants on the part of the lessee, and conditions by and in the same reserved and contained, have been duly paid and performed up to the date of these presents: AND THAT notwithstanding any such thing as aforesd, the sd, *vendor*, now hath power to assign the sd premises hereinbefore expressed to be hereby assigned unto the sd, *purchaser*, his exors, admors, and assigns, for the residue of the sd term in manner [and subject as] aforesd: AND THAT it shall be lawful for the sd, *purchaser*, his exors, admors, and assigns, to enter upon and enjoy the same premises, and receive the rents and profits thereof [subject as aforesd] without any interruption by the sd, *vendor*, his exors or admors, or any person claiming under or in trust for him or them: AND THAT discharged or otherwise by the sd, *vendor*, his heirs, exors, or admors, indemnified against all incumbrances created by the sd, *vendor*, his exors or admors, or any person or persons

claiming under or in trust for him or them, [except as aforesd], [*or, instead of the last two clauses*, free from incumbrances except as aforesd]: And that he, the sd, *vendor*, his exors and admors, and every person claiming under or in trust for him or them, will at all times, at the cost of the sd, *purchaser*, his exors, admors, or assigns, execute and do all such assurances and acts for the further assuring the sd premises unto the sd, *purchaser*, his exors, admors, and assigns, for the residue of the sd term [subject as aforesd] as may be reasonably required. For further assurance.

VIII.

LEASEHOLDS *by one* Vendor *to two* Purchasers *as Joint Tenants, or Tenants in Common.*

And the sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant [*in a conveyance in joint tenancy* with the sd, *purchasers*, their, *in a conveyance in common* with the sd, *purchasers*, their exors, admors, and assigns, and as a separate covenant with each of them, his] exors, admors, and assigns, *that lease is good, and that rents and covenants have been paid and performed, as in No.* VI.; *For right to assign*, unto the sd, *purchasers*, their exors, admors, and assigns [*in a conveyance to tenants in common*, their respective exors, admors, and assigns as tenants in common] in manner aforesd, &c., *see No.* VI.; *For quiet enjoyment by* the sd, *purchasers*, their [*in a conveyance in common*, respective], exors, admors, and assigns, *free from incumbrances, see No.* VI.: And further that he, the sd, *vendor*, his exors and admors, and every other person having or claiming any estate, right, or interest in or to the sd premises, or any of them, or any part thereof, under, or in trust for him or them

That lease is good, &c.

For right to assign, &c.

For further assurance.

[or the sd X., deceased], will at all times hereafter, at the cost of the sd, *purchasers*, their [respective] exors, admors, and assigns, execute, and do all such assurances and acts whatsoever for the further or more effectually assigning or assuring the sd premises, and every of them, and every part thereof, unto the sd, *purchasers*, their exors, admors, and assigns [as tenants in common], for all the residue which shall be then unexpired of the sd term in manner aforesd, as by the sd, *purchasers*, their [respective] exors, admors, or assigns, shall be reasonably required.

IX.

FREEHOLDS, COPYHOLDS, *and* LEASEHOLDS *by one Vendor to one Purchaser.*

That lease is good, &c.

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his heirs, exors, admors, and assigns, that notwithstanding any act or thing by him, the sd, *vendor*, [or the sd X., deceased], done, omitted, or knowingly suffered, the hereinbefore recited indre of lease is now a valid and subsisting lease, &c., *that lease is good, and that rent and covenants have been paid and performed, as in No.* VI., AND THAT notwithstanding any act or thing by him, the sd, *vendor*, [or any of his ancestors or testators, or the sd, X., deceased,] done, omitted or knowingly suffered, he, the sd, *vendor*, (*d*) now hath full power to grant (*e*) the sd —— and premises hereinbefore

For right to convey and assign, &c.

(*d*) If trustees, mortgagees, or other parties join in the conveyance, add here, "with the concurrence of the sd, *other conveying parties*."

(*e*) *Or*, "appoint," *or*, "appoint and grant," *or*, "release," as the case may be.

expressed to be hereby granted,(*f*) and every part thereof, to the use of the sd, *purchaser*, his heirs and assigns,(*g*) and to surrender the sd —— and premises hereinbefore covenanted to be surrendered, and every part thereof, to the use of the sd, *purchaser*, his heirs and assigns, in manner (*i*) aforesd, according to the custom of the sd manor, and to assign the sd —— and premises hereinbefore expressed to be hereby assigned unto the sd, *purchaser*, his exors, admors, and assigns, for all the residue now unexpired of the sd term of —— years in manner (*i*) aforesd: And that the sd premises hereinbefore expressed to be hereby granted (*k*), and covenanted to be surrendered respectively, and every part thereof, shall at all times hereafter remain, and be to the use of the sd, *purchaser*, his heirs and assigns, (*l*) in manner (*i*) aforesd, and that the sd premises hereinbefore expressed to be hereby assigned shall at all times hereafter during the residue of the sd term remain and be to the sd, *purchaser*, his exors, admors, and assigns, in manner (*i*) aforesd, and that all and singular the sd premises shall be quietly entered into,

For quiet enjoyment.

(*f*) *Or*, "appointed," *or*, "appointed and granted," *or*, "released," as the case may be.

(*g*) In a conveyance to the uses of a settlement or will, or to bar dower, or any uses less simple than to the purchaser in fee, say, "to the uses and in manner hereinbefore expressed." If the conveyance is subject to a mortgage or incumbrances, add here, "subject to the sd indre of mortgage of the —— day of ——, and the sd sum of £—— and interest thereby secured as aforesd," *or*, "subject to the sd respective charges and incumbrances to which the conveyance hereby made is hereinbefore expressed to be subject," *or*, "subject as aforesd."

(*i*) In a conveyance subject to a mortgage or incumbrances, add, "and subject as."

(*k*) "Appointed," or as the case may be.

(*l*) In a conveyance to uses say, "to the uses hereinbefore expressed."

and upon, and held and enjoyed, and the rents and profits thereof received accordingly (*m*) without any interruption, claim, or demand whatsoever by the sd, *vendor*, his heirs, exors, or admors, or any person claiming, or to claim through, under, or in trust for him [or any of his ancestors, or testators, or the sd X., deceased] (*n*) : AND THAT, free and absolutely discharged from or otherwise by the sd, *vendor*, his heirs, exors, or admors, sufficiently indemnified against all estates, incumbrances, claims, and demands whatsoever, created, made, or suffered by him, the sd, *vendor*, his heirs, exors, or admors [or any of his ancestors, or testators, or the sd X., deceased], or any person or persons claiming, or to claim through, under, or in trust for him, them, or any of them (*o*) : AND FURTHER that he, the sd, *vendor*, his heirs, exors, and admors, and every person having or claiming any estate, right or interest in or to the sd premises hereinbefore expressed to be hereby granted (*p*), and assigned and covenanted to be surrendered respectively, or any of them, or any part thereof respectively, through, under, or in trust for him, the sd, *vendor*, his heirs, exors, or admors [or any of his ancestors, or testators, or the sd X., deceased], will at all times hereafter, at the cost of the person or persons requiring the same, execute, and do all such assurances and acts whatsoever for the further, or more effectually assuring the sd premises hereinbefore expressed to be hereby granted (*p*), and covenanted to be surrendered respectively, and every of them, and every part thereof respectively, to the use of the sd, *purchaser*, his heirs

Free from incumbrances.

For further assurance.

(*m*) If the conveyance is subject to a mortgage or incumbrances, add here, "subject as aforesd."

(*n*) In a conveyance subject to a mortgage or incumbrances, add, "other than and except any person or persons claiming in respect of the sd mortgage," or, "in respect of any of the charges or incumbrances aforesd."

(*o*) In a conveyance subject to a mortgage or incumbrances, add, "save as aforesd."

(*p*) "Appointed," or as the case may be.

[appointees], and assigns, (*q*) in manner (*r*) aforesd and assigning the sd premises hereinbefore expressed to be hereby assigned, and every of them, and every part thereof unto the sd, *purchaser*, his exors, admors, and assigns, for all the residue which shall be then unexpired of the sd term of —— years in manner (*r*) aforesd, as by the sd, *purchaser*, his heirs, [appointees], exors, admors, or assigns,(*s*) shall be reasonably required.

X.

PERSONAL PROPERTY.

For right to assign, &c.

And the sd, *vendor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his exors, admors, and assigns, that notwithstanding anything by him, the sd, *vendor*, [or the sd X., deceased,] done, omitted, or knowingly suffered, he, the sd, *vendor*, now hath full power to assign the sd —— and premises hereinbefore expressed to be hereby assigned unto the sd, *purchaser*, his exors, admors, and assigns, in manner aforesd, free from incumbrances [save as aforesd:] And that he, the sd, *vendor*, his exors, and admors, and every person having or claiming any estate, right or interest in or to the sd premises, or any of them, or any part thereof, through, under, or in trust for him or them [or

For further assurance.

(*q*) In a conveyance to uses other than to a purchaser in fee or to uses to bar dower, say, "to the uses hereinbefore declared and expressed concerning the same respectively."

(*r*) In a conveyance subject to a mortgage or incumbrances, add, "and subject as."

(*s*) In a conveyance to uses other than to the purchaser in fee or to uses to bar dower, add, "or any person or persons interested in the sd premises, or any of them, or any part thereof respectively, under or by virtue of these presents."

the sd X., deceased], will at all times hereafter, at the cost of the sd, *purchaser*, his exors, admors, or assigns, execute, and do all such assurances and acts whatsoever for the further or more effectually assuring the sd premises, and every of them, and every part thereof, unto the sd, *purchaser*, his exors, admors, and assigns, and enabling him and them to recover and receive [or obtain payment, transfer, or delivery of] the same, according to the true intent and meaning of these presents [subject as aforesd], as by him or them shall be reasonably required.

XI.

COVENANT *against* INCUMBRANCES *by* ONE *with* ONE, *for* FREEHOLDS *or* COPYHOLDS. VARIATIONS *for* LEASEHOLDS *or* PERSONALTY, *and for a* CONVEYANCE TO JOINT TENANTS, *or* TENANTS IN COMMON.

AND THE sd, *covenantor*, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his (*t*) heirs, (*u*) and assigns, that the sd, *covenantor*, hath not at any time heretofore done, or knowingly omitted, or suffered, or been party or privy to any thing whereby, or by means whereof the sd —— and premises hereinbefore expressed to be hereby granted (*x*), or any of them, or any part thereof, are, is, or may be incumbered or affected in any manner whatsoever, or whereby he, the

(*t*) In a conveyance in joint tenancy, "with the sd, *purchasers*, their heirs (*u*), and assigns," in a conveyance in common, "with the sd, *purchasers*, their heirs (*u*) and assigns, and as a separate covenant with each of them, his."

(*u*) For leaseholds or personalty, "exors, admors."

(*x*) "Hereinbefore covenanted to be surrendered," or, "hereinbefore expressed to be hereby assigned," or, as the case may be.

sd, *covenantor*, is in any wise prevented from granting (*y*) the same premises, or any of them, or any part thereof in manner aforesd.

XII.

COVENANT *against* INCUMBRANCES *by* TWO *or more with* ONE, *for* FREEHOLDS *or* COPYHOLDS. VARIATIONS *as in last form.*

AND EACH of them the sd, *covenantors*, so far as relates to his own acts and omissions only, doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his (*t*) heirs (*u*) and assigns, that they, the sd, *covenantors*, *or*, "the sd covenanting parties," respectively have not at any time heretofore done, or knowingly omitted or suffered, or been party or privy to anything whereby, or by means whereof the sd —— and premises hereinbefore expressed to be hereby granted (*x*), or any of them, or any part thereof, are, is, or may be incumbered or affected in any manner whatsoever or whereby they the sd, *covenantors*, *or*, "the sd covenanting parties," respectively are in any wise prevented from granting (*y*) the same premises, or any of them, or any part thereof in manner aforesd.

XIII.

COVENANT *against* INCUMBRANCES *by one or more, with one for* FREEHOLDS, *where the conveyance is made under a* POWER (*a*).

AND THE sd, *covenantor*, [EACH of them the sd, *covenan-*

(*y*) "Surrendering," *or*, "assigning,"

(*a*) For variations for a conveyance to joint tenants or tenants in common, see form XI.

tors, so far as relates to his own acts and omissions only], doth hereby for himself, his heirs, exors, and admors, covenant with the sd, *purchaser*, his heirs and assigns, that he the sd, *covenantor*, has [they the sd, *covenantors*, respectively, have] not done, omitted, or knowingly suffered, or been party or privy to any thing whereby, or by means whereof, the sd —— and premises hereinbefore expressed to be hereby appointed, or any of them or any part thereof, are, is, or may be incumbered or affected in any manner whatsoever, or whereby or by means whereof he is [they are] in anywise prevented from exercising the power of sale [and of revocation and appointment] hereinbefore expressed to be exercised by him, [them], or from appointing all or any of the sd premises hereinbefore expressed to be hereby appointed in manner aforesd.

XIV.

COVENANT *to pay* RENT *and perform* COVENANTS *of* LEASE *in* ASSIGNMENT *by one vendor to one purchaser.* VARIATIONS *for assignment by* TWO VENDORS, *and where* PART *only of the demised premises is assigned at an* APPORTIONED RENT. (*b*)

AND THE sd, *purchaser*, doth hereby for himself, his heirs, exors, admors, and assigns,(*c*) covenant with the sd, *vendor*, his exors, admors, and assigns, [*vendors*, their exors, admors, and assigns, and as a separate covenant with each of them, his exors, admors, and assigns] that he, the sd, *purchaser*, his exors, admors, or assigns, will henceforth, during

(*b*) Where part only of the demised premises is assigned at an apportioned rent, the words in the notes *d*, *e*, *f* and *g* must be inserted.

(*c*) The word "assigns" is inserted, as the burden of the covenant is intended to run with the land.

the continuance of the sd term, pay the rent,(*d*) and perform and observe the covenants and agreements on the part of the lessee and conditions by and in the sd indre of lease reserved and contained, (*e*) and will at all times keep the sd, *vendor*, his [*vendors*, their respective] heirs, exors, and admors, (*f*) effectually indemnified against all actions and other proceedings, costs, damages, expenses, claims, and demands whatsoever by reason or on account of the non-payment of the sd rent of £——, or any part thereof, or the breach, non-performance or non-observance of the sd covenants, agreements, and conditions or any of them. (*g*)

XV.

SIMILAR COVENANT *in assignment of* SEVERAL LEASES, *by one vendor to* TWO PURCHASERS *as tenants in common or joint tenants.*

AND THE sd, *purchasers*, do hereby for themselves, their heirs, exors, admors, and assigns, and as a separate covenant each of them doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd, *vendor*, his exors, admors, and assigns, that they the sd, *purchasers*, or one of them, their, or one of their heirs, exors, admors, or assigns,

(*d*) "The yearly rent of £—— being the sd apportioned part of the sd yearly rent of £——."

(*e*) "And henceforth to be paid, performed, and observed in respect of such of the sd premises thereby demised as are hereinbefore expressed to be hereby assigned."

(*f*) "And such of the sd premises demised by the sd lease as are retained by the sd, *vendor or vendors*."

(*g*) "In respect of such of the sd premises demised by the sd indre of lease as are hereinbefore expressed to be hereby assigned."

will henceforth during the continuance of the sd term, pay the respective rents and perform and observe the respective covenants and agreements on the part of the respective lessees and conditions by and in the sd respective indres of lease reserved and contained, and will at all times keep the sd, *vendor*, his heirs, exors, and admors, effectually indemnified, *&c., as in last form for indemnity in respect of*, "the sd respective rents," *and*, "the sd respective covenants," *&c.*

COVENANTS FOR PRODUCTION OF DEEDS.

I.

COVENANT *to produce* DEEDS *by one* VENDOR *to one* PURCHASER; *with* PROVISO *for substituted* COVENANT *on the vendor parting with the deeds.* VARIATIONS *for* LEASEHOLDS *or* PERSONALTY, *for a* CONVEYANCE *to* JOINT TENANTS *or* TENANTS IN COMMON, *and where the covenant for production is contained in a* SEPARATE DEED.

To produce deeds.

THE sd, *vendor*, doth hereby, for himself, his heirs, exors, admors, and assigns (*h*), covenant with the sd, *purchaser or grantee to uses*, his (*i*) heirs (*j*) and assigns, that he, the

(*h*) The word "assigns" is inserted, as the burden of the covenant is to run with the land, or other property, to which the deeds relate.

(*i*) In a conveyance in joint tenancy, "with the sd, *purchasers*, their heirs (*j*) and assigns," in a conveyance in common, "with the sd, *purchasers*, their heirs (*j*) and assigns, and as a separate covenant with each of them his."

(*j*) For leaseholds or personalty substitute here and subsequently throughout the covenant for "heirs," or, "heirs appointees," the words "exors, admors."

sd, *vendor*, his heirs [appointees] or assigns, will at all times hereafter, unless prevented by fire or other inevitable accident, upon every reasonable request and at the cost of the sd, *purchaser or grantee to uses*, his heirs [appointees] or assigns, or any of them, or any person or persons having or claiming through him or them any estate or interest in the sd premises hereinbefore expressed to be hereby [granted], (*k*) or any part thereof, produce, or cause to be produced [in England or Wales, but not elsewhere] to him or them or his or their agent, or solicitor, or such other person or persons as he or they shall direct, or in the course of any judicial or other proceedings, or otherwise as occasion shall require, all or any of the deeds and writings mentioned in the schedule hereunder written, *or*, "the sd recited indres of, &c.," *or*, "a certain indre, dated, &c., and expressed to be made, &c., and a certain other indre, dated, &c., and expressed, &c." [and all other deeds, evidences, and writings (if any), other than documents of record, now in the custody or power of the sd, *vendor*, relating to the sd premises hereinbefore expressed to be hereby [granted], (*k*) or any part thereof], for the proof, defence and support of the title and possession of the sd, *purchaser or grantee to uses*, his heirs, [appointees], or assigns, or any such other person or persons as aforesd to the sd premises hereinbefore expressed to be hereby [granted] (*k*) or any part thereof, and will permit the same to be examined, inspected, or given in evidence, AND WILL also at the like request and cost of the sd, *purchaser or grantee to uses*, his heirs [appointees] or assigns, or any such other person or persons as aforesd, make and furnish, or cause to be made and furnished to him or them such true, attested, or other copies or abstracts of or extracts from the

Furnish copies.

(*k*) Where the covenant for production is contained in a separate deed, substitute here, and subsequently throughout the covenant, for "hereinbefore expressed to be hereby [granted,"] the words "comprised in the hereinbefore recited indre of even date herewith."

same deeds and writings respectively, *or*, "indres," as he or they may require, AND WILL keep the same deeds and writings, *or*, "indres," safe, whole, and uninjured, fire or other inevitable accident only excepted. PROVIDED always (*l*), and it is hereby declared that in case the sd deeds and writings, *or*, "indres," hereinbefore covenanted to be produced, or any of them, shall at any time hereafter be delivered by the holder or holders thereof to any other person or persons lawfully entitled to the custody thereof, and such person or persons shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained, and without expense to him or them, a covenant for the production and furnishing copies of the deeds and writings, *or*, "indres," which shall have been so delivered up similar to the covenant hereinbefore contained, then, and in such case the sd last-mentioned covenant (except in respect of any breach thereof theretofore committed) shall thenceforth be null and void, so far as regards the deeds and writings, *or*, "indres," to which the sd substituted covenant shall relate.

Keep deeds safe.

Proviso for substituted covenant.

II.

COVENANT *to produce deeds in Conveyance by* TENANTS IN COMMON *or* JOINT TENANTS *to* TENANTS IN COMMON *or* JOINT TENANTS.

Produce deeds.

THE sd, *vendors*, do hereby for themselves, their heirs, exors, admors, and assigns, [*if vendors are tenants in common, add,* and each of them doth hereby for himself, his heirs, &c.,] covenant with the sd, *purchasers or grantees to uses*, their heirs, (*m*) and assigns, [*if purchasers are tenants in common, add,* and with each of them, his heirs and

(*l*) This proviso, though usual, should not be inserted by the purchaser's solicitor as a matter of course.

(*m*) In the case of leaseholds, or personalty, substitute here and subsequently for "heirs," "exors, and admors."

assigns], that they, the sd, *vendors*, their [*if tenants in common*, respective], heirs, or assigns, will at all times hereafter, unless prevented by fire or other inevitable accident, upon every reasonable request, and at the cost of the sd, *purchasers or grantees to uses* [respectively], their [respective] heirs or assigns, or any of them, or any person or persons having or claiming through them or any of them any estate or interest at law or in equity in the sd premises hereinbefore expressed to be hereby [granted], (*n*) or any part thereof, produce, or cause to be produced to them [respectively], or their [respective] agents, &c., *as in* No. I., for the proof, defence, and support of the title and possession of the sd, *purchasers or grantees to uses*, their [respective] heirs, or assigns, or any such other person or persons as aforesd to the sd premises hereinbefore expressed to be hereby [granted], or any part thereof, and will permit the same to be examined, inspected, or given in evidence, AND WILL also at the like request and cost of the sd, *purchasers or grantees to uses*, their [respective] heirs or assigns, or any of them, or any such other person or persons as aforesd make and furnish, &c., and will keep the same, &c., *as in No.* I. [*Proviso for substituted covenant, as in No.* I.]

Furnish copies.

III.

COVENANT *by* TRUSTEES *or* MORTGAGEES *to produce deeds.*

THE sd, *trustees or mortgagees*, as to their own respective acts and defaults only, and not those of each other, and so as to bind themselves and their representatives respectively only while having the actual custody of the deeds and

(*n*) Where the covenant for production is contained in a separate deed, say here and subsequently, "the said premises comprised in the hereinbefore recited indre."

writings hereby covenanted to be produced, and, so far as practicable, to bind such deeds and writings into whosesoever hands the same may come, but not so as to incur any liability in relation thereto further or otherwise, do hereby for themselves respectively and their respective heirs, exors, admors, and assigns, covenant with the sd, *purchaser or grantee to uses*, his heirs, *or*, "exors, admors," and assigns, that they, the sd, *trustees or mortgagees*, or some or one of them, their or some or one of their heirs, *or*, "exors, admors," or assigns, will at all times hereafter, &c. [*as in* No. I., *omitting the proviso for substituted covenant.*]

IV.

COVENANT *for production of several* SETS *of deeds in the custody of* DIFFERENT PERSONS *with proviso for substituted covenant.*

AND THE sd A. as to the deeds and writings in the first part of the schedule hereto only, and as to the acts and defaults of himself, his heirs, *or*, "exors, admors," and assigns only, and not further or otherwise, doth hereby for himself, his heirs, exors, admors, and assigns, and the sd B., as to the deeds and writings in the 2nd part of the schedule, &c., *as above*, doth hereby for himself, his heirs, exors, admors, and assigns, and the sd C. and D., (*trustees or mortgagees*), as to the deeds and writings in the third part of the sd schedule only, and the acts and defaults of themselves respectively, and not for those of each other or any other person, and so as to bind, &c., *as in* No. III., do hereby for themselves respectively and their respective heirs, exors, admors and assigns, covenant with the sd, *purchaser or grantee to uses*, his heirs, *or*, "exors, admors," and assigns, that they, the sd covenanting parties respectively, will at all times hereafter, &c., *as in* No. I. *Proviso for substituted covenant, as to deeds covenanted to be produced by A. and B., see* No. I.

V.

COVENANT *to produce deeds* SHORT FORM (*without introductory recital*).

AND THE sd, *vendor*, doth hereby for himself, his heirs, exors, admors, and assigns, [*if vendor is a trustee, or mortgagee*, and so as to bind himself, his heirs, exors, and admors, only while having the actual custody of the muniments hereinafter mentioned, but so as to bind the same muniments as far as practicable into whosesoever custody the same may come], covenant with the sd, *purchaser or grantee to uses*, his heirs, (*o*) and assigns, that he, the sd, *vendor*, his heirs or assigns, will, unless prevented by fire or accident, at the request and cost of the sd, *purchaser or grantee*, his heirs or assigns, or any person claiming through him any estate or interest in the sd premises hereby assured produce the muniments mentioned in the schedule hereto (which relate as well to the sd premises hereby assured as to other property belonging to the sd, *vendor*), and furnish copies attested or unattested, and abstracts thereof, or extracts therefrom, to him or them, or to such persons as he or they shall require, and will keep the same muniments safe, whole, and uninjured, except by fire or accident. *Proviso for substituted covenant, as in* No. I., *unless covenantor is a trustee or mortgagee.*

VI.

ADDITION TO COVENANT FOR PRODUCTION *where the deeds are to be* DELIVERED *to the purchaser as soon as the* OTHER PROPERTY *to which they relate has been sold.*

AND FURTHER, that when all the other property to which the said muniments and writings respectively relate shall

(*o*) For variations for leaseholds or personalty, see note (*j*), p. 288.

have been sold and conveyed to the purchaser or purchasers thereof, such respective muniments and writings shall at the cost of the sd, *purchaser*, his heirs or assigns, and upon his or their at his or their own cost executing and delivering to such purchaser or purchasers a proper deed of covenant for the production and furnishing copies thereof be delivered to the sd, *purchaser*, his heirs or assigns.

PRECEDENTS.

I.

PREC. I.

CONVEYANCE *of* FREEHOLDS *by a Vendor seised in* FEE *to a Purchaser.* VARIATIONS *where the Vendor's* WIFE *joins to release her* DOWER.

Parties. THIS INDRE, made the —— day of —— between A., *vendor*, of, &c. [and B. his wife], of the one part,

Recitals. and C., *purchaser*, of, &c., of the other part. *Recite contract for sale*, p. 246, No. LXXIII, *or say*, "WHAS the sd A. is seised of the —— and hereditaments hereinafter expressed to be hereby granted for an estate in fee simple in possession free from incumbrances, and has agreed with the sd C. for the sale thereof to him for the sum of £——:" [AND WHAS upon the treaty for the sd sale it was agreed that the sd B. should join in these presents for the purpose of releasing her dower in manner

Witnesseth consideration. hereinafter appearing.] NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, and in consideration of the sum of £—— upon the execution of these presents to the sd A. paid by the sd C. (the receipt

Grant. whereof the sd A. doth hereby acknowledge), He, the sd A., doth hereby grant, [and the sd B., with the concurrence of the sd A., and for the purpose of extinguishing her right of dower, doth hereby release] unto the sd C., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *all the estate*

Habendum. *clause*, p. 264. TO HAVE AND TO HOLD all the sd heredita-

ments and premises hereinbefore expressed to be hereby granted UNTO the sd C., his heirs and assigns TO THE USE of the sd C., his heirs and assigns for ever. *Covenants by A. with C. for title,* p. 268, *or* 272. IN WITNESS whereof the sd parties hereto have hereunto set their hands and seals the day and year first above written. PREC. I.

[The Schedule referred to in the above-written Indenture.

Schedule of Parcels.]

Signed, Sealed, and Delivered, by the above-named A. [and B.], in the presence of ——

Receipt Endorsed.

Received of the within-named C. the sum of —— pounds being the consideration within expressed to have been paid by him to me. Dated the —— day of ——

(*Signed*) A. (*a*)

WITNESS

II.

CONVEYANCE *of freeholds by* APPOINTMENT *and* GRANT *by a Vendor entitled to* USES *to bar* DOWER *to a purchaser* in FEE. VARIATIONS *where the conveyance is made to* USES *to bar* DOWER. PREC. II.

Parties, A., *vendor,* 1; B., *purchaser,* 2; [C., *dower trustee,* 3]. *Recite conveyance to uses to bar dower in favour of vendor,* p. 231, No. III.; *contract for sale,* p. 246, No. LXXIII.

NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, and in consideration, &c., the receipt, &c., he the sd A. in exercise of the power limited or given Witnesseth.

(*a*) The conveyance must be acknowledged by B. See ACKNOWLEDGMENTS. Where a conveyance has to be acknowledged by a married woman, it should state the parishes, or places and counties, in which the property is situate; see the Regulæ Generales of Hilary Term, 1834, 10 Bing. 460.

PREC. II.

to him by the hereinbefore recited indre, of, &c., and of every other power enabling him in this behalf, doth hereby

Appointment.

direct and appoint that ALL AND SINGULAR the —— and hereditaments hereinafter expressed to be hereby granted with the appurtenances thereof, shall henceforth remain and be TO THE USE of the sd B., his heirs and assigns for ever, [*or, in conveyance to bar dower,* TO THE USES, and upon the trusts hereinafter expressed, concerning the same]. AND THIS INDRE ALSO WITNESSETH that in further pursuance of the sd agreement, and for the consideration aforesd, the

Grant.

sd A. doth hereby grant and confirm unto the sd B. and his heirs, *parcels*, p. 251, *general words*, p. 264, *estate clause*,

Habendum.

p. 264. TO HAVE AND TO HOLD the sd hereditaments and premises hereinbefore expressed to be hereby granted UNTO the sd B., his heirs and assigns, TO THE USE of the sd B., his heirs and assigns for ever [*or if to bar dower,* UNTO the said B. and his heirs to the uses, and upon the trusts hereinafter expressed concerning the same. AND IT IS HEREBY

Declaration of uses.

DECLARED that the appointment and grant hereinbefore contained shall respectively operate and enure to the uses and upon the trusts following, namely, to such uses, &c., *uses to bar dower*, p. 266], *covenants by A. with B. for title*, p. 268.

IN WITNESS, &c.

III.

PREC. III.

CONVEYANCE *of* FREEHOLDS *by a Vendor seised in* FEE *to a purchaser.* VARIATIONS *where the estate stands limited to* USES *to bar* DOWER *in favour of the* VENDOR. CONCISE FORM *without recitals.*

Parties, A., *vendor*, (hereinafter called the vendor) 1; B., *purchaser*, (hereinafter called the purchaser) 2. WIT-

Witnesseth.

NESSETH that in consideration of the sum of £——

paid by the purchaser to the vendor (the receipt whereof is hereby acknowledged) the vendor [in exercise of a power contained in an indre dated, &c., and expressed to be made between, *parties*, and of every or any other power him enabling doth hereby appoint, and by virtue of his estate and interest, and by way of further assurance], doth hereby grant unto the purchaser, his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, No. IV., *estate clause*, p. 265, No. VI. TO HOLD the sd premises hereby granted UNTO AND TO THE USE of the, *purchaser*, his heirs and assigns. *Covenants by vendor for title*, p. 271. PREC. III. Appointment and grant. Habendum.

IN WITNESS, &c.

IV.

CONVEYANCE *of* FREEHOLDS *by* APPOINTMENT *only under a power.* VARIATIONS *where* RECITALS *are omitted.* PREC. IV.

Parties, A., *vendor*, 1; B., *purchaser*, 2. [*Recite conveyance to such uses as A. shall appoint, setting out the power fully. Contract for sale*, p. 246, No. LXXIII. NOW THIS INDRE] WITNESSETH that [in pursuance of the sd agreement, and] in consideration, &c., the receipt, &c., the sd A., in exercise of the power given or reserved to him by the hereinbefore recited indre [an indre dated, &c.], and of every other power in this behalf him enabling, doth hereby appoint that ALL THAT, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 265, No. VIII., shall henceforth be and remain TO THE USE of the sd B., his heirs and assigns for ever. *Covenants by A. for title*, p. 268. Witnesseth. Appointment.

IN WITNESS, &c.

V.

PREC. V.

DEED *of* COVENANT *to* SURRENDER *and for* TITLE *to* COPYHOLDS *on a Sale.* VARIATIONS *where* RECITALS *are omitted.*

Parties, A., *vendor*, 1; B., *purchaser*, 2. [*Recitals of A.'s title*, p. 233; *Contract for sale*, p. 246, No. LXXIII. NOW THIS INDRE] WITNESSETH that [in pursuance, &c., and] in consideration, &c., the receipt, &c., he, the said A., doth hereby covenant with the said B., his heirs and assigns, that he, the said A., or his heirs and all other necessary parties, if any, will forthwith, at the cost of the sd B., his heirs or assigns, surrender into the hands of the lord or lords, lady or ladies of the sd manor, [the manor of ——, in the county of ——], according to the custom thereof, *parcels*, p. 251, [to which sd hereditaments the sd A. was admitted out of court, *or*, "at a court holden for the sd manor" on the —— day of ——, on the surrender of X., *or*, "as the heir of Y., deceased,"] *general words*, p. 264, *omitting the estate clause.* TO THE USE of the sd B., his heirs and assigns for ever to be holden of the lord or lords, lady or ladies of the sd manor by copy of Court Roll, according to the custom thereof, by and under the rents, fines, heriots, suits, and services due and of right accustomed for the same. AND THE SD A. doth hereby declare that in the meantime and until the sd premises shall have been surrendered pursuant to the covenant hereinbefore contained, he, the sd A. and his heirs, will stand possessed thereof in trust for the sd B., his heirs and assigns. *Covenants by A. for title*, p. 268.

Witnesseth.

Covenant to surrender.

To use of purchaser.

Declaration of trust until surrender.

IN WITNESS, &c.

VI.

DEED *of* COVENANT *for title to and* PRODUCTION *of title* DEEDS *of* COPYHOLDS *previously* SURRENDERED *to a Purchaser.* PREC. VI.

Recitals. Parties, A., *vendor*, 1; B., *purchaser*, 2. WHAS in pursuance of a contract for the sale of the inheritance in possession, according to the custom of the manor of ——, in the county of ——, of the hereditaments hereinafter mentioned, at the price of £——, the sd A., *complete the recital of the surrender*, p. 233, *setting out the parcels in full, and after the parcels say* "with the appurtenances;" *if the deed bears even date with the surrender say*, "has surrendered." *Recital introductory to covenant for production*, p. 248. Witnesseth. NOW THIS INDRE WITNESSETH that in consideration of the sd sum of £—— this day [on the —— day of——] paid, &c., the receipt, &c., HE, the sd A., *covenants for title*, p. 268, *and for production*, p. 288, *referring to the property as* "the hereditaments and premises comprised in the hereinbefore recited surrender," *and in the covenant for right to surrender, if the deed bears date on a day subsequent to that of the surrender, say*, "had at the time of the hereinbefore recited surrender."

IN WITNESS, &c.

THE SCHEDULE referred to in the above-written indre.

Schedule of deeds.

VII.

SURRENDER *of* COPYHOLDS *to a Purchaser.* VARIATION *where the Vendor's* WIFE *joins.* PREC. VII.

Manor of ——, in the County of ——. } The —— day of ——.

Memorandum. BE IT REMEMBERED that on the day above-mentioned, A., of, &c., a copyhold tenant of the sd manor, [and

PREC. VII.

B. his wife,] came before me, X., [deputy] steward of the sd manor, and [she, the sd B., having been by me, the sd [deputy] steward, first examined separately and apart from her sd husband, touching her free and voluntary consent to the making and passing the surrender hereinafter expressed and freely and voluntarily consenting thereto as by law required,] did out of Court, and in consideration of the sum of £—— to the sd A. paid by C., of, &c., (the receipt whereof is hereby acknowledged), surrender out of his [their and each of their] hands into the hands of the lord of the sd manor by the hands and acceptance of me the sd [deputy] steward, by the rod according to the custom of the sd manor, *parcels*, p. 251, *general words*, p. 264, *all the estate clause*, p. 264: To THE USE of the sd C., his heirs and assigns for ever at the will of the lord according to the custom of the sd manor, by and under the rents, [the apportioned rent of £——, and the] fines, heriots, suits, and services, due and of right accustomed for the same.

Surrender.

To use of purchaser.

A.
B.

Taken [together with the separate examination of the sd B.,] the day and year first above written by me. } X., [Deputy] Steward.

Receipt for Consideration Money.

VIII.

PREC. VIII.

ASSIGNMENT *of* LEASEHOLDS *by the Lessee or Assignee of the Lease to a Purchaser.*

Parties, A., *vendor*, 1; B., *purchaser*, 2. *Recite lease*, p. 235, *and devolution of title (if any) to the vendor*, p. 236. *Contract for sale*, p. 247. NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., the receipt, &c., he the sd A. doth hereby assign unto the

Witnesseth.

Assignment.

sd B., his exors, admors, and assigns, ALL AND SINGULAR the [messuages or tenements, pieces or parcels of land] hereditaments and premises comprised in or expressed to be demised by the sd recited indre of lease with the rights, easements, and appurtenances thereof (*b*), *estate clause*, p. 264, *Habendum to B., subject to rent and covenants*, p. 267, No. VIII., [and subject also to a certain indre of underlease granted to X., of, &c., by indre, dated, &c., and made, &c., for the term of —— years from the —— day of ——, at the yearly rent of £——, but with the benefit of the rent and lessee's covenants by and in the sd indre of underlease reserved and contained,] *covenants by A. for title*, p. 276, *and by B. to pay rent, &c.*, p. 286. PREC. VIII. Parcels.

IN WITNESS, &c.

IX.

ASSIGNMENT *of* LEASEHOLDS *by the original* LESSEE *to a purchaser.* CONCISE FORM *by* ENDORSEMENT *on the Lease without Recitals.* PREC. IX.

Parties, "the within named" A., (hereinafter called the vendor), 1; B., (hereinafter called the purchaser), 2. WITNESSETH that in consideration, &c., the receipt, &c., the vendor doth hereby assign unto the purchaser, his exors, admors, and assigns, ALL AND SINGULAR the premises demised by the within written indre with the appurtenances thereof, *estate clause*, p. 265, No. VI., *habendum to* "the purchaser, his exors, admors, and assigns," *subject to rent and covenants*, p. 267, No. VIII., *covenants by vendor for title*, p. 278, *and by purchaser to pay rent*, p. 286. Assignment. Parcels.

IN WITNESS, &c.

(*b*) If the lease is of such ancient date that the property may have acquired easements since the date of the lease, insert the usual general words.

X.

PREC. X.

CONVEYANCE *of* FREEHOLDS *by* MORTGAGOR *and* MORTGAGEE *to a Purchaser.* VARIATIONS, *where the* MORTGAGE *was by Demise.*

Recitals.

Parties, A., *mortgagee*, 1; B., *mortgagor*, 2; C., *purchaser*, 3.(*c*) *Recite mortgage in fee* [*by demise for* 1000 *years*] *from B. to A.*, p. 234. *Contract for sale by B. to C.*, p. 246. *State of mortgage debt and agreement that mortgagee shall be paid off and concur*, p. 245: NOW THIS INDRE

Witnesseth.

WITNESSETH, that in pursuance, &c., and in consideration of the sum of £—— upon the execution of these presents paid by the sd C. to the sd A. at the request of the sd B., the receipt whereof the sd A. doth hereby acknowledge, and in consideration of the sum of £—— upon the execution of these presents paid by the sd C. to the sd B., the payment and receipt in manner aforesd, of which sd sums of £—— and £——, making together the sd purchase-money of £——, he, the sd B., doth hereby acknowledge, the sd A. by the direction of the sd B., doth hereby grant

Grant.

and release, (*d*) and the sd B. doth hereby grant and confirm unto the sd C., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to C. in fee*, p. 267, freed and discharged from all principal moneys and interest due and owing to the sd A. on the

Habendum free from mortgage.

(*c*) As to the order of the parties, see Elphinstone's Introd. Conv., p. 78. If the mortgage was effected by demise, the mortgagor should be made a party of the first part. It is suggested whether the vendor should not be the party of the first part in all cases in which mortgagees or others concur in conveying.

(*d*) Where the mortgage is by demise, say, "the sd A. by the direction of the sd B. to the intent that the sd term of 1000 years may merge in the reversion of the hereditaments comprised therein, doth hereby assign and surrender, and the sd B. doth hereby grant and confirm."

security of and from all claims and demands under the hereinbefore recited indre of mortgage, of, &c. *Covenants by A. against incumbrances*, p. 284, *and by B. for title*, p. 268. PREC. X.

IN WITNESS, &c.

XI.

CONVEYANCE *of* FREEHOLDS, COPYHOLDS, *and* LEASEHOLDS, *with the concurrence of a* MORTGAGEE *of the* FREEHOLDS, *whose debt is otherwise sufficiently secured.* PREC. XI.

Parties, A., *vendor*, 1; B., *mortgagee*, 2; C., *purchaser*, 3. *Recite title of vendor to freeholds and copyholds, mortgage in fee of freeholds to B.*, p. 234, *lease under which leaseholds are held*, p. 235, *contract for sale of freeholds and copyholds*, p. 246, *omitting the words*, "for the sum of £——," and also of the sd —— and premises, *continue contract for sale of leaseholds*, p. 247, *apportionment of purchase-money for stamp duty*, p. 248. AND WHAS the sd B. being satisfied that the other property comprised in the hereinbefore recited indre of mortgage, is a sufficient security for the principal moneys and interest thereby secured, has, at the request of the sd A., agreed to concur in these presents for the purpose of releasing the sd freehold premises hereinafter expressed to be hereby granted from the sd mortgage debt and interest in manner hereinafter appearing. NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, *apportioned purchase-money for the freeholds and leaseholds*, to the sd A. with the consent of the sd B. paid by the sd C. (the receipt, &c.), and in consideration of the premises, the sd B. at the request of the sd A. doth hereby grant and release, and the sd A. doth hereby grant and confirm unto the sd C., his heirs Recitals. Witnesseth. Grant.

PREC. XI.

and assigns, *freehold parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to C. in fee, free from the mortgage, see Prec.* X. AND THIS INDRE FURTHER WITNESSETH that in pursuance, &c., and for the consideration aforesd, the sd A. doth hereby, &c., *assignment of leaseholds to C. for residue of term, subject to rent and covenants, see Precedent* VIII. AND THIS INDRE ALSO WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, *apportioned purchase-money for copyholds*, paid to the sd A. by the sd C., (the receipt, &c.), *covenant by A. to surrender copyholds to C. in fee and declaration of trust thereof in the meantime, see Precedent* V., *covenant by B. with C. against incumbrances*, p. 284, *covenants by A. with C. for title*, p. 280, *and by C. with A. to pay rent and perform covenants of lease*, p. 286.

Assignment.

Covenant to surrender.

IN WITNESS, &c.

XII.

PREC. XII.

CONVEYANCE *of* FREEHOLDS *by* MORTGAGOR *and* MORTGAGEE *to* TENANTS *in* COMMON; *the* MORTGAGE *being kept alive for the benefit of the purchasers* (*d*).

Parties, A., *Mortgagee*, 1; B., *Mortgagor*, 2; C., and D., *purchasers*, 3; E., *trustee for purchasers*, 4. *Recite mortgage formally, including the covenants for payment of principal and interest*, p. 234, *contract for sale*, p. 246, *state of mortgage debt, omitting the agreement that mortgagee shall be paid off and concur*, p. 245. AND WHAS it has been agreed that the sd sum of £——, *the amount of principal and interest*, shall be paid to

Recitals.

Agreement.

(*d*) This precedent is an example of a method of keeping alive a mortgage as a protection to a purchaser against possible concealed incumbrances of later date, as to which, see Davidson's Prec., vol. II. part 1. But this precaution is now seldom adopted.

the sd A. out of the sd purchase-money, and that the sd mortgage shall be kept on foot for the benefit of the sd C. and D., in manner hereinafter appearing: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., the receipt, &c., (£—— *paid to A., and* £—— *to B.*) *See Prec. X.* The sd A., at the request of the sd B., and by the direction of the sd C. and D., doth hereby assign unto the sd E., his exors, admors, and assigns, ALL THAT the sd sum of £——, owing on the security of the sd indre of mortgage of, &c., and the interest due and to accrue due thereon, and the benefit of all securities for the same: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby assigned UNTO the sd E., his exors, admors, and assigns, UPON TRUST for the sd C. and D., and their respective heirs and assigns, and to assign and dispose of the same as they the sd C. and D., and their respective heirs and assigns shall direct, and in the meantime to permit the sd principal sum and interest to attend the inheritance of the sd premises hereinafter expressed to be hereby granted, and to protect the same against mesne incumbrances, charges, and estates, if any such there be: AND THIS INDRE FURTHER WITNESSETH that, in pursuance, &c., and for the considerations aforesd, the sd A., at the request of the sd B., doth hereby grant, and the sd B. doth hereby grant and confirm unto the sd C. and D., and their respective heirs and assigns: ALL, &c., *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby granted UNTO the sd C. and D., their heirs and assigns: TO THE USE of the sd C. and D., their heirs and assigns for ever, as tenants in common, in equal shares, but subject nevertheless to and charged with the sd sum of £—— and interest, hereinbefore expressed to be hereby assigned to the sd E., his exors, admors, and assigns, in trust as aforesd, to the intent that the charge created by the sd indre of mortgage of, &c., shall remain subsisting in equity and vested in the sd E., his

Assignment of debt.

Habendum.

Upon trust.

Grant.

Habendum.

To purchasers.

As tenants in common, subject to mortgage.

PREC. XII. exors, admors, and assigns, in trust, for the benefit of the sd C. and D., their respective heirs and assigns, and as a protection against mesne incumbrances as aforesd. *Covenant by A., with E., his exors, admors, and assigns, and also as a separate covenant with C. and D., and their respective heirs and assigns, against incumbrances, as to the premises assigned and granted by him*, p. 284, *covenant by B. with C. and D., and their respective heirs and assigns, for title to the premises granted, subject to the mortgage*, p. 275.

IN WITNESS, &c.

XIII.

PREC. XIII. CONVEYANCE *of* FREEHOLDS, LEASEHOLDS *and* COPYHOLDS *under a Power of Sale contained in a Mortgage. The mortgage of the* LEASEHOLDS *having been effected by* ASSIGNMENT. VARIATION *where it was effected by* DEMISE.

Recitals. Parties, A., *mortgagee*, 1; B., *purchaser*, 2. *Recite lease*

Mortgage. *to K., mortgagor, setting out the parcels fully*, p. 235. AND WHAS by an indre, &c., the ——, and hereditaments hereinafter expressed to be hereby granted [together with other hereditaments], were granted or assured by the sd K., *mortgagor*, to the use of the sd A., his heirs and assigns: And the hereditaments and premises comprised in and demised by the sd indre of lease were assigned [demised] to the sd A., his exors, admors, and assigns, for the residue then unexpired of the sd term of —— years [except the last —— days thereof], and the copyhold hereditaments hereinafter described were covenanted to be surrendered by the sd K. to the use of the sd A., his heirs and assigns, according to the custom of the manor of ——, by way of mortgage, for securing the repayment by the sd K., his heirs, exors, admors, or assigns, to the sd A., his exors, admors, or

assigns, of the sum of £——, with interest thereon, at the rate therein mentioned, on the —— day of —— then next, and it was by the same indre provided, &c., *set out fully the following clauses of the power of sale, the authority to sell and convey,* [*the declaration (if any) that after sale the nominal reversion of the leaseholds should be held in trust for the purchaser*], *the provision as to the events in which the power was to be exercised, the clause protecting purchasers from irregularities in the sale, and the receipt clause:* AND WHAS on the —— day of —— pursuant to the sd covenant the —— and hereditaments, &c., *conditional surrender of the copyholds,* p. 234, No. XVII.(*a*): AND WHAS the sd A., in exercise of the sd power in that behalf in the hereinbefore recited indre of mortgage contained, has agreed with the sd B. for the absolute sale to him of the sd hereditaments hereinafter expressed to be hereby granted, and the inheritance thereof in fee simple in possession, and of the sd hereditaments and premises demised by the hereinbefore recited indre of lease for the residue now unexpired of the sd term of —— years, [less —— days, and for all such estate and interest in the same nominal reversion of —— days, as the sd A. has power to assign], and of the sd copyhold hereditaments hereinafter described, and the inheritance thereof, according to the custom of the manor of ——, at the price of £——, *apportionment of purchase-money for stamp duty,* p. 248: NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, and for effecting the sd sale, and in consideration, *&c., the sum being the apportioned purchase-money for the freeholds and leaseholds* (the receipt, &c.) the sd A., doth hereby grant and convey unto the sd B., his heirs and assigns, *freehold parcels,* p. 251, *general words,* p. 264, *estate clause,* p. 264, *habendum to B. in fee,* p. 266, freed and discharged from all right or equity of redemption, and all claims and demands under

Conditional surrender.

Agreement for sale.

Grant,

free from mortgage.

(*a*) If the power of sale is in the proper form, it does not concern the purchaser to inquire into the state of the mortgage debt; and the recital as to this need not be inserted.

PREC. XIII.

the hereinbefore recited indre of mortgage: AND THIS INDRE FURTHER WITNESSETH that, in pursuance of the sd agreement, and for the consideration aforesd,

Assignment.

the sd A. doth hereby assign unto the sd B., his exors, admors, and assigns, ALL AND SINGULAR the sd —— hereditaments and premises comprised in and demised by the hereinbefore recited indre of lease, with their and every of their rights, easements, and appurtenances, *estate clause*, p. 264, *habendum to B.*, his exors, admors, and assigns, for all the residue now unexpired of the sd term of —— years [less —— days, and for all such estate or interest in the same nominal reversion of —— days as the sd A. has power to assign (*e*)], freed and discharged, &c., *as above*, but subject *to rent and covenants of lease*, p. 267, *No.* VIII.: AND THIS INDRE ALSO WITNESSETH that in further pursuance of the sd agreement, and for further effecting the sd sale, and in consideration, &c., *the sum being the apportioned purchase-money for the copyholds* (the receipt, &c.),

Covenant to be admitted.

the sd A. doth hereby for himself, his heirs, exors, and admors, covenant with the sd B., his heirs, and assigns, that he, the sd A., his heirs or assigns, will immediately after the execution of these presents, at the cost of the sd B., his heirs or assigns, procure himself, or themselves, to be admitted tenant or tenants,(*f*) according to the custom of the manor of ——, in the county of ——,

To surrender.

of copyhold parcels, p. 251, and will forthwith at the like cost surrender into the hands of the lord or lady of the sd manor ALL AND SINGULAR the sd copyhold hereditaments and premises: To THE USE of the sd B., his heirs and assigns, according to the custom of the sd manor

To use of purchaser.

(*e*) This would pass the equitable interest in the nominal reversion if the power of sale contains the usual declaration of trust; and also the legal interest therein, unless the operation of 23 & 24 Vic., c. 145, s. 15, is excluded, *Hiatt* v. *Hillman*, 19 W. R. 694.

(*f*) If the mortgagor's concurrence can be obtained, and there are no subsequent surrenders on the Court rolls, the fine on the mortgagee's admittance may be saved by vacating the conditional surrender, and procuring a surrender direct from the mortgagor to the purchaser.

by and under the heriots, rents, fines, suits and services due and of right accustomed for the same, to the intent that the sd B., his heirs and assigns, may hold and enjoy the same free and discharged from all right and equity of redemption, and all claims and demands under the sd indre of mortgage. *Covenant by A. with B., his heirs, exors, admors, and assigns, against incumbrances*, p. 284. *If the mortgage of the leaseholds was affected by assignment, add covenant by B. with A., his exors and admors, for indemnity against rent and covenants of lease*, p. 286. PREC. XIII.

In witness, &c.

XIV.

CONVEYANCE *of* Freeholds *by* Mortgagee *under a* Power *of* Sale. *A concise Form without Recitals.* Variations *where the Conveyance is made by virtue of the* Trustees and Mortgagees' Act, 23 & 24 Vic. c. 145. (*g*) PREC. XIV.

Parties, A., *mortgagee* (hereinafter called the vendor), 1; B. *purchaser* (hereinafter called the purchaser), 2.

Witnesseth, that in consideration, &c., the receipt, &c., the vendor, in exercise of the power vested in him by virtue of an indre of mortgage, dated, &c., and expressed, &c. [and the Act of the 23rd and 24th years of the reign of Her Majesty Queen Victoria, chap. 145], and of every other power in this behalf him enabling, doth hereby grant unto the purchaser, his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 265, *habendum to purchaser in fee, free from the mortgage*, p. 267, No. VII. *Covenant by A. against incumbrances*, p. 284.

In witness, &c.

(*g*) See sections 11 to 24.

XV.

PREC. XV.

CONVEYANCE *of Freeholds by* EXORS *and* HEIR *of a* MORTGAGEE, *under a* POWER *of* SALE (*h*). VARIATIONS *where the* MORTGAGE *has been transferred.*

Recitals.

Parties, A., *heir of mortgagee or transferee*, 1; B. and C., *exors of mortgagee or transferee*, 2; D. *purchaser*, 3. *Recite the mortgage, setting out fully the following clauses of the power of sale, the authority to sell and convey, the provision as to the heir of mortgagee joining in conveyance, the provision as to the events in which the power is to be exercised, the clause protecting purchasers, and the receipt clause* [*if the mortgage has been transferred, add the clause* (*if any*), *declaring that the power may be exercised by any one capable of giving a receipt for the mortgage-money, and recite the transfer, p.* 235]:

Will of mortgagee.

AND WHAS the sd, *mortgagee or transferee*, died on the —— day of ——, having duly made his last will, which bore date the —— day of ——, and was proved on the —— day of ——, in the Court of ——, by the sd B. and C., the exors named therein:

Intestate as to legal estate of mortgaged property.

AND WHAS the sd, *mortgagee, or transferee*, died intestate as to the legal estate in the sd mortgaged hereditaments, and left the sd A., his eldest son and heir at law:

Agreement for sale.

AND WHAS the sd B. and C., in exercise of the sd power contained in the sd indre of mortgage, have agreed with the sd D. for the sale to him of the fee simple in possession of the sd hereditaments and premises hereinafter expressed to be hereby granted:

Heir to join.

AND WHAS the sd A. has agreed to join in these presents in manner hereinafter appearing: NOW THIS INDRE WITNESSETH that in pursuance, &c., and for the purpose of carrying out the sd sale, and in consideration of the sum of £—— upon

(*h*) It is considered that the 4th section of the Vendor and Purchaser Act, 1874, 37 & 38 Vic., c. 78, does not enable the personal representative of a mortgagee to convey the mortgaged estate to a purchaser under the power of sale, even though the purchase money suffices to pay off the mortgage in full, but that the section only applies to a re-conveyance on redemption.

the execution of these presents to the sd B. and C. paid by the sd D. (the receipt, &c.), the sd. A., by the direction of the sd B. and C., doth hereby grant, and the sd B. and C. do, and each of them doth hereby grant and confirm unto the sd D., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to D. in fee, free from the mortgage*, p. 267, No. VII., *if there has been a transfer, say*, "indres of mortgage and transfer, or either of them." *Covenant by A., B., and C., with D. against incumbrances*, p. 285, No. XII. PREC. XV. Grant.

In witness, &c.

XVI.

CONVEYANCE *by the* Executors *and* Devisees *of a* Second Mortgagee *under a Power of Sale, with the concurrence of the* First Mortgagees, *of* Freeholds *and* Copyholds *to the* Uses *of a Strict* Settlement. PREC. XVI.

Parties, A., B., and C., *first mortgagees*, 1; D. and E., *exors and devisees of second mortgagee*, 2; F., *tenant for life under settlement*, 3; G. and H., *trustees of settlement*, 4. *Recite mortgage of freeholds and copyholds by X. to A., B., C., and K., p.* 234, *on a joint account, setting out joint account clause. Conditional surrender by X. to A., B., C., and K., p.* 307. *Death of K. Second mortgage of freeholds and copyholds from X. to Y., subject to the prior mortgage, setting out in full the power of sale and subsidiary provisions as in last Precedent, with the exception of the provision as to the heir of the mortgagee joining in the conveyance. Conditional surrender by X. to Y., p.* 307. *Will of Y. appointing D. and E. executors, and devising mortgage estates to them. Death of Y. and probate, p.* 243. And whas by an indre, dated, &c., and expressed to be made, &c. (being a settlement made in consideration of the marriage shortly afterwards solemnized Recitals. Settlement.

PREC. XVI.

of the sd ——), divers hereditaments situate in the county of ——, were granted or assured from and after the solemnization of the sd marriage to the uses, upon the trusts, and with and subject to the powers, provisoes, and declarations therein declared and contained (under which the sd F. is now tenant for life in possession), and in the sd indre now in recital is contained a power of sale of the hereditaments therein comprised to be exercised by the sd G. and I., and the survivor of them, or other the trustees or trustee for the time being of the sd indre of settlement at such request or at such discretion as therein mentioned, and it was thereby declared that the sd trustees or trustee for the time being should with all convenient speed invest the monies arising from any such sale, &c., *directions for investment in the purchase of freeholds or copyholds to be conveyed, as to freeholds to the uses of the settlement, and as to copyholds upon corresponding trusts.* And in the sd indre now in recital is contained a power for the appointment of new trustees thereof, in the place of trustees dying or otherwise as therein mentioned: AND WHAS the sd I. died on, &c.: AND WHAS by an indre, dated, &c., in exercise of the sd power in that behalf in the hereinbefore recited indre of settlement contained, the sd H. was appointed to be a trustee thereof in the place of the sd I: AND WHAS certain portions of the hereditaments comprised in the sd indre of settlement have lately, at the request and by the direction of the sd F., and in exercise of the sd power of sale in the same indre contained, been sold by the sd G. and H.: AND WHAS the sd D. and E., as such executors and devisees of the sd Y. as aforesd, and in exercise of the sd power of sale in the sd indre of, &c. contained, have agreed to sell, and the sd G. and H., as trustees of the sd indre of settlement, and in pursuance of the direction therein contained as aforesd, and with the consent hereby testified of the sd F., have agreed to purchase the sd hereditaments and premises hereinafter expressed to be hereby granted, and the inheritance thereof in fee simple in possession, and the sd hereditaments hereinafter covenanted to

Death of trustee.

Appointment of new trustee.

Sale of settled estates.

Agreement for sale.

PREC. XVI.

be surrendered, and the inheritance thereof, according to the custom of the sd manor of ——, for the sum of £——, which is intended to be paid by the sd G. and H. out of the monies arising from the sale of the hereditaments sold by them as aforesd. *Recital of amount due to A., B., and C., agreement that they should be paid off and concur*, p. 245: AND WHAS no admittance either of the sd A., B., and C., or of the sd Y. or the sd D. and E., to the sd copyhold hereditaments or any part thereof, has taken place pursuant to the sd respective hereinbefore recited conditional surrenders: AND WHAS satisfaction is intended to be forthwith entered on the sd conditional surrender to the use of the sd A., B., and C. *Apportionment of purchase-money for ad valorem duty*, p. 248: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, *part of the apportioned purchase-money for freeholds*, upon the execution of these presents to the sd A., B., and C., paid by the sd G. and H. at the request of the sd D. and E., and with the consent of the sd F. (the receipt of which sum of £—— the sd A., B., and C. do hereby acknowledge as in full discharge of all principal monies and interest owing to them on the security of the hereinbefore recited indre of, &c.) and in consideration of the sum of £——, *balance of apportioned purchase-money for freeholds*, at the same time to the sd D. and E., paid by the sd G. and H., with the consent of the sd F. (the payment and receipt in manner aforesd of which sd sums of £—— and £——, making together the sum of £——, being the apportioned part of the sd purchase-money for the sd freehold hereditaments, the sd D. and E. do hereby acknowledge), the sd A., B., and C., at the request of the sd D. and E., and with the consent of the sd F., do and each of them doth hereby grant and release, and the sd D. and E. do and each of them doth hereby grant and confirm unto the sd G. and H. and their heirs, *freehold parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264: TO HAVE AND TO HOLD the sd —— hereditaments and premises here-

No admittance to copyholds.

Satisfaction to be entered up.

Witnesseth.

Grant of freeholds.

Habendum

PREC. XVI. to trustees.

inbefore expressed to be hereby granted UNTO the sd G. and H. and their heirs, freed and discharged from all principal monies and interest due on the security of the respective hereinbefore recited indres of mortgage, and from all right or equity of redemption, and all claims and demands under the same respectively: TO THE USES, upon the trusts, and with and subject to the powers, provisoes, and declarations by and in the hereinbefore recited indre of settlement of, &c., limited, declared, and contained, of and concerning the freehold hereditaments therein comprised, or such of the same uses, trusts, powers, provisoes, and declarations as are now subsisting and capable of taking effect. AND THIS INDRE ALSO WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, being the apportioned part of the sd purchase-money for the sd copyhold hereditaments upon the execution of these presents to the sd D. and E., paid by the sd G. and H., with the consent of the sd F. (the receipt, &c.), the sd D. and E. do and each of them doth hereby with the consent of the sd F., covenant with the sd G. and H., their heirs and assigns, that they the sd D. and E. or their heirs, will forthwith, at the cost of the sd G. and H., their heirs or assigns, procure themselves to be admitted tenants, pursuant to the sd surrender of the —— day of ——, of *copyhold parcels*, p. 251: AND WILL immediately after such admittance at the like cost surrender the sd copyhold hereditaments into the hands of the lord or lords, lady or ladies, of the sd manor: TO THE USE of the sd G. and H., their heirs and assigns for ever, according to the custom of the sd manor, by and under the heriots, rents, fines, suits, and services due and of right accustomed for the same, freed and discharged, &c., *as above:* UPON SUCH TRUSTS, and with and subject to such powers, provisoes, and declarations, as shall best and nearest correspond to the uses, trusts, powers, provisoes, and declarations by and in the hereinbefore recited indre of settlement of, &c., limited, declared, and contained, of and concerning the freehold hereditaments therein comprised, or such of the same uses, &c.,

To uses of settlement.

Witnesseth.

Covenant to be admitted to copyholds.

And surrender.

To use of trustees.

Upon trusts of settlement.

as are now subsisting and capable of taking effect. *Covenants by A., B., C., D., and E., with G. and H., against incumbrances as to the freeholds and copyholds*, p. 285, No. XII. PREC. XVI.

In witness, &c.

XVII.

CONVEYANCE *by surviving mortgagees under a power of sale of* Life Interests *in* Realty *and* Personalty *and* Policies. PREC. XVII.

Parties, A. and B., *mortgagees*, 1; C., *purchaser*, 2.

Recitals. Whas by an indre, &c., the sd K., *mortgagor*, bargained, sold, and demised, his estate for life under the will of Y., deceased, in the —— and hereditaments specified in the first and second parts of the first schedule hereto, the freehold and inheritance whereof was then subject to the annuity, mortgages, and charges specified in the first and second parts of the second schedule hereto to the sd A., and B., and D., their exors, admors, and assigns, for the term of 99 years from the day next before the date of the indre now in recital, if the sd K. should so long live, and the sd K. thereby assigned his life interest in the dividends, and annual income of the stocks, funds, shares, and securities subject to the trusts of an indre of settlement, &c.,——, and specified in the —— schedule to the indre now in recital, and also the several policies of assurance on the life of the sd K., the particulars whereof are specified in the fourth schedule hereto, to the sd A., B., and D., their exors, admors, and assigns, by way of mortgage, to secure the repayment by the sd K., his heirs, exors, admors, or assigns, to the sd A., B., and D., or the survivors or survivor of them, or the exors or admors of such survivor, their or his assigns, of the sum of £——, together with interest thereon after the rate and on the day therein mentioned [*or set out the proviso for redemption more formally*], and it was thereby provided, *&c., recite the clauses of the power of sale as in Prec. XIII., and joint*

Mortgage of life estate, &c.

PREC. XVII.

Sale of settled estates.

account clause: AND WHAS in exercise and pursuance of certain powers of sale and provisions contained in the sd will of the sd Y., the —— and hereditaments specified in the second part of the sd first schedule hereto have been sold, and the purchase-monies have been applied in the discharge of the incumbrances specified in the second part of the sd second schedule hereto, and in the purchase of £—— Bank Annuities, in the names of L. and M., the present trustees of the sd will:

Investments of settled personalty.

AND WHAS the stocks, funds, shares, and securities now subject to the trusts declared by the sd indre of settlement, and representing the stocks, funds, shares, and securities specified in the —— schedule to the hereinbefore recited indre of mortgage, are specified in the third schedule hereto: *Recite death of D.*:

Agreement for sale.

AND WHAS the sd A. and B. have, in exercise of the power of sale contained in the sd indre of mortgage, agreed with the sd C. for the sale to him at the price of £——, of the hereditaments specified in the first part of the sd first schedule hereto, and the sd sum of £—— Bank Annuities, and any hereditaments, stocks, funds, shares, or securities, which, by virtue of the powers or provisions contained in the sd will, may at any time hereafter be substituted for the same hereditaments and Bank Annuities respectively, subject to the annuity, mortgages, and charges specified in the sd first part of the sd second schedule hereto, for the residue now unexpired of the sd term of 99 years, if the sd K. should so long live: And also the life interest of the sd K., in the dividends and annual income of the stocks, funds, shares and securities, the particulars whereof are specified in the sd third schedule hereto, and in the stocks, funds, shares, and securities which, by virtue of the powers and provisions of the sd indre of settlement, may hereafter be substituted for the same, and also the several policies specified in the fourth schedule hereto, and the monies assured thereby respectively:

Witnesseth.

NOW THIS INDRE WITNESSETH that in pursuance, &c., and for effecting the sd sale, and in consideration, &c., (the receipt, &c.,) the sd A. and B., in exercise of the power or authority vested in

PREC. XVII.

them by the sd recited indre of mortgage, and of every other power or authority in this behalf them enabling, do, and each of them doth, hereby assign unto the sd C., his exors, admors, and assigns: 1st, ALL AND SINGULAR the —— and hereditaments specified in the sd first part of the sd first schedule hereto: 2ndly, ALL THAT the sd sum of £——, Bank Annuities: 3rdly, ALL AND SINGULAR the hereditaments, stocks, funds, shares, and securities which, by virtue of any of the powers or provisions of the sd will of the sd Y., may at any time hereafter be substituted for the sd hereditaments specified in the first part of the sd first schedule hereto, or any of them, or for the sd Bank Annuities, or any part thereof, *general words*, p. 264, and the rents, profits, dividends, and income of the same respective premises, 1st., 2ndly, and 3rdly, hereinbefore mentioned, *estate clause*, p. 264: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby assigned UNTO the sd C., his exors, admors, and assigns, subject to the annuity, mortgages, and charges specified in the sd first part of the sd second schedule hereto, for the residue now unexpired of the sd term of 99 years, if the sd K. should so long live, free and discharged from the principal monies and interest secured by, and all claims and demands under, the sd indre of mortgage: AND THIS INDRE ALSO WITNESSETH that in pursuance, &c., and for the consideration aforesd, the sd A. and B., in further exercise of the power or authority aforesd, do, and each of them doth hereby assign unto the sd C., his exors, admors, and assigns: 1st, ALL THAT the life interest of the sd K., in the sd stocks, funds, shares, and securities specified in the sd third schedule hereto, and in any monies, stocks, funds, shares, and securities hereafter representing or substituted for the same, or any of them, or any part thereof respectively, and the interest, dividends, and annual income of the same respective premises, and, 2ndly, ALL THOSE policies of assurance specified in the sd fourth schedule hereto, and all monies assured by, or to become payable under, the same respectively, *estate*

Assignment. Freeholds.

Habendum. To purchaser.

Witnesseth.

Assignment. Personalty.

Policies.

PREC. XVII.

Habendum. To purchaser.

clause, p. 264: To HAVE AND TO HOLD all the sd premises lastly hereinbefore expressed to be hereby assigned UNTO the sd C., his exors, admors, and assigns, absolutely free and discharged, &c., *as above*. *Covenant by A. and B., against incumbrances*, p. 285, No. XII.

IN WITNESS, &c.

[Four Schedules.]

XVIII.

PREC. XVIII.

CONVEYANCE *of the* EQUITY *of* REDEMPTION *of* FREEHOLDS. COVENANT *by* PURCHASER *to pay mortgage* DEBT. (*a*)

Recitals.

Parties, A., *vendor*, 1; B, *purchaser*, 2. *Recite Mortgage in fee from A. to C.*, p. 234, *noticing the covenants for payment. State of mortgage debt*, p. 245, *omitting the agreement as to payment of purchase-money*:

Contract.

AND WHAS the sd B. has contracted with the sd A. for the absolute purchase of the sd —— and hereditaments hereinafter expressed to be hereby granted, and the inheritance thereof in fee simple, subject to the hereinbefore recited indre of mortgage, and the sd principal sum of £——, and the interest now due, and hereafter to accrue due thereon, which are to be borne and paid by the sd B., for the sum of £——, making, with the sd principal sum of £——, and the sd sum of £—— now due for interest, the sum of £——: AND WHAS the sd. B. has agreed to enter into the covenant hereinafter on his part contained:

Witnesseth.

NOW THIS INDRE WITNESSETH that, in pursuance, &c., and in consideration, &c. (the receipt, &c.), and in further consideration of the covenant hereinafter contained on the part of the sd B., the sd A.

Grant.

doth hereby grant unto the sd B., his heirs, and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to B. in fee*, p. 266, subject nevertheless

(*a*) See Elphinstone's Introd. Conv., p. 133.

PREC. XVIII.

to the hereinbefore recited indre of mortgage, and to the payment of the sd principal sum of £—— now owing as aforesd upon the security of the sd indre, and the interest now due, and henceforth to accrue due in respect thereof, *Covenants by A. for title subject to the mortgage*, p. 268: AND IN CONSIDERATION of the premises the sd B. doth hereby for himself, his heirs, exors, and admors, covenant with the sd A., his heirs, exors, and admors, that he, the sd B., his heirs, exors, admors, or assigns, will, on such payment being lawfully demanded by the sd C., his exors, admors, or assigns, pay to him or them the sd principal sum of £—— so owing on the security of the sd recited indre of mortgage as aforesd, and the interest now due, and all interest which shall hereafter accrue due in respect thereof, AND WILL at all times hereafter keep indemnified the sd A., his heirs, exors, and admors, from and against the sd principal sum and interest, and all actions, proceedings, costs, charges, claims, and demands whatsoever in respect of the sd principal sum and interest, or otherwise under the sd indre of mortgage or any covenant, clause, or thing therein contained.

Covenant by purchaser to pay mortgage debt.

And for indemnity.

IN WITNESS, &c.

XIX.

PREC. XIX.

CONVEYANCE *of* EQUITY *of* REDEMPTION *of* LEASEHOLDS. THE MORTGAGEE *concurring for the purpose of releasing the* VENDOR'S COVENANT *for* PAYMENT *of the mortgage debt, and taking a* SUBSTITUTED COVENANT *from the* PURCHASER, *and also for the purpose of waiving his* RIGHT *of* CONSOLIDATION. (*a*)

Parties, A., *vendor*, 1; B., *mortgagee*, 2; C., *purchaser*, 3.

(*a*) On the subject of the Consolidation of Mortgages, see Davidson's Prec., vol. ii., part 2, 3rd ed. pp. 837, et seq., and p. 842, note; Elphinstone's Introd. Conv., pp. 133, 183. To complete the purchaser's protection as against a transferee of the mortgage, notice of this deed should be endorsed on the mortgage.

PREC. XIX.

Recitals. *Recite lease to A.*, p. 235, *mortgage from A. to B.*, p. 234, *noticing the covenants for payment, state of mortgage debt*, p. 245, *omitting the agreement as to payment of purchase money, contract for sale, see last precedent.* AND WHAS it has been arranged between the sd A. and B. that the sd B. shall concur in these presents for the purpose of releasing the covenants of the sd A. in the hereinbefore recited indre of mortgage contained for payment of the sd mortgage money and interest, in consideration of the sd C. entering into the substituted covenant in that behalf hereinafter contained: AND WHAS the sd B. has also, at the request of the sd A and C., consented to release the right which he, his heirs, exors, admors, or assigns, may now, or at any time hereafter, have of consolidating any other mortgage debt or security with the sd mortgage debt of £——, in manner hereinafter mentioned: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., the receipt, &c., and in consideration also of the release hereinafter contained by the sd B., of the covenants of the sd A., for payment of the sd mortgage debt and interest, he, the sd A., doth hereby assign unto the sd C., his exors, admors, and assigns, *parcels by reference to lease*, p. 254, No. XIX., *estate clause*, p. 264, *habendum to C., subject to rent and covenants*, p. 267, and subject also to the hereinbefore recited indre of mortgage, and to the payment of the sd principal sum of £—— now owing upon the security thereof and the interest thereon from the —— day of —— last. *Covenants by A. with C. for title subject to the mortgage*, p. 276, *covenant by C. with A. to indemnify him in respect of rent and covenants of lease*, p. 286: AND THIS INDRE ALSO WITNESSETH that in consideration of the covenant on the part of the sd C. hereinafter contained for payment of the sd mortgage debt and interest, the sd B doth hereby release and absolutely discharge the sd A., his heirs, exors, and admors, from his and their personal liability under the covenants contained in the sd indre of mortgage of, &c., or otherwise, to pay the sd mortgage debt of £——, or the

Agreement for concurrence of mortgagee.

And waiver of right of consolidation.

Witnesseth.

Assignment.

Further witnesseth.

Release of vendor from mortgage debt.

interest thereon. AND IN CONSIDERATION of the premises the sd C. doth hereby, for himself, his heirs, exors, and admors, covenant with the sd B., his exors, admors, and assigns, &c., *Covenant for payment of mortgage money and the interest thereon from the day —— of —— last, and future interest, see* "MORTGAGES." AND THIS INDRE FURTHER WITNESSETH that the sd B. doth hereby, at the request of the sd A. and C., release to the sd C., his exors, admors, and assigns all such rights as he, the sd B., his heirs, exors, admors, or assigns, may, or but for this release, might at any time or times hereafter have or exercise of consolidating any other mortgage debt or security with the sd sum of £——, or the sd security for the same, so as to charge the sd —— and hereditaments hereinbefore expressed to be hereby assigned with any sum or sums of money other than the sd principal sum of £——, and the interest thereon, from the —— day of —— last. PROVIDED ALWAYS that nothing herein contained shall prejudice or affect the power of sale contained in the sd recited indre of mortgage.

IN WITNESS, &c.

PREC. XIX.

Further witnesseth.

Release.

Of right of consolidation.

XX.

CONVEYANCE *of an* EQUITY *of* REDEMPTION *of* FREEHOLDS *to the* MORTGAGEE. VARIATION *where the mortgage* DEBT *is kept on foot for the Purchasers'* PROTECTION. (*b*)

PREC. XX.

Parties, A., *vendor*, 1; B., *mortgagee and purchaser*, 2. *Recite mortgage in fee from A. to B.*, p. 234, *state of mortgage debt*, p. 245, *omitting the agreement as to payment*

Recitals.

Agreement.

(*b*) See Davidson's Prec., vol. ii., part 1. See also Prec. XII. It is considered to be beyond question that the mortgage debt may be kept alive by a simple declaration without an assignment to a trustee.

PREC. XX.

of the mortgage-money: AND WHAS the sd A. has agreed with the sd B. for the absolute sale to him of the sd hereditaments and premises hereinafter, &c., in consideration of the sd B. releasing the sd A. from the sd sum of £—— owing on the security of the sd indre of mortgage as aforesd, and all interest henceforth to accrue due thereon in manner hereinafter mentioned, and of the payment by the sd B. to the sd A. of the sum of £——, making with the sd sum of £—— the sum of £——, [but so nevertheless that the sd sum of £—— so owing on the security of the sd indre of mortgage as aforesd, shall be kept on foot as a subsisting charge on the sd premises for the benefit of the sd B., his heirs and assigns, in manner hereinafter appearing].

Witnesseth.

NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £—— upon the execution of these presents paid by the sd B. to the sd A., the receipt, &c., and in consideration also of the release hereinafter contained by the sd B. to the sd A. of the sd sum of £—— so owing as aforesd, and the interest thereon, the sd A. doth hereby grant and release unto the sd B., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to B. in fee*, p. 266, *covenants by A. for title, subject to the mortgage*, p. 268:

Grant.

Release of mortgage debt.

AND IN CONSIDERATION of the premises the sd B. doth hereby release and discharge the sd A., his heirs, exors, and admors, from the sd sum of £—— owing on the security of the sd indre of mortgage as aforesd, and all interest to accrue due thereon, and from all actions, proceedings, claims, demands, and liability in respect thereof or otherwise under the sd indre of mortgage: [PROVIDED ALWAYS, and the sd B. doth hereby declare that the sd sum of £——, and the interest to accrue due in respect thereof, and of every part thereof, shall not merge in the equity of redemption of the sd hereditaments and premises, but shall be considered and kept on foot as a subsisting charge on the sd premises, and be vested in the sd B., his exors, admors, and assigns, in trust for him, the

Proviso keeping alive mortgage debt.

sd B., his heirs and assigns, and so as to protect him and them against all mesne incumbrances, charges and estates, if any such there be.] PREC. XX.

In witness, &c.

XXI.

CONVEYANCE *of a* Bankrupt's Freeholds *by the* Trustee *in* Bankruptcy (*c*), *with the* Concurrence *of the* Representatives *of a* Mortgagee (*whose mortgage is partly paid off*), *the* Bankrupt *joining to confirm the* Sale *and covenant for* Title. PREC. XXI.

Parties, A. and B., *executors and devisees of mortgagee*, 1; C., *trustee in bankruptcy*, 2; D., *bankrupt*, 3; E., *purchaser*, 4. *Recite mortgage in fee*, p. 234, (*with other hereditaments*), *from D. to X., will of X., appointing A. and B. exors, and devising mortgage estates to them, death of X. and probate*, p. 243, *bankruptcy of D., and appointment of C trustee*, p. 245, *state of mortgage debt, omitting the agreement as to payment of purchase money to, and as to concurrence of, the mortgagees*, p. 245, *contract by C. for sale to E.*, p. 246: And whas it has been agreed that the sum of £——, part of the sd purchase-money, shall be paid to the sd A. and B., in part discharge of the amount due to them on the security of the sd indre of, &c., as aforesd, and that they shall concur in these presents in manner hereinafter appearing: And whas the sd D., at the request of the sd C., has also agreed to concur in these presents in manner hereinafter expressed. NOW THIS INDRE WITNESSETH, that in pursuance of the sd agreements, and in consideration of the sum of

Recitals.

Agreement to pay off part of mortgage debt.

Bankrupt to concur.

Witnesseth.

(*c*) See the Bankruptcy Act, 1869, 32 & 33 Vic. c. 71, ss. 14, 15, 17, 25 and as to copyholds, s. 22.

PREC. XXI.

£—— by the sd E., by the direction of the sd C., paid to the sd A. and B., in discharge of the sum of £—— due and owing to them for interest, and in part discharge of the sum of £ —— due and owing to them for principal, on the security of the sd indre of, &c., as aforesd (the receipt of which sd sum of £—— the sd A. and B. do hereby respectively acknowledge), and in consideration of the sum of £——, by the sd E., paid to the sd C., making with the sd sum of £—— the sd total purchase-money of £—— the payment or satisfaction in manner aforesd, of which sd sum of £——, *the total purchase-money*, the sd C., and also the sd D., do respectively hereby acknowledge, the sd C. doth hereby grant, and the sd A. and B., at the request of the sd C., do respectively hereby grant and re-

Grant.

lease, and the sd D., at the request of the sd C., doth hereby grant, release, and confirm unto the sd E., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum unto and to the use of E. in fee*, p. 266, freed and discharged from all principal moneys and interest due on the security of, and all claims and demands under the hereinbefore recited indre of, &c. *Covenants by A., B., and C. against incumbrances*, pp. 285, No. XII., *covenants by D. for title*, p. 268, *the covenant for right to convey being that C., with the concurrence of A., B., and D., has power to grant, &c.*

IN WITNESS, &c.

XXII.

PREC. XXII.

CONVEYANCE *by a* TRUSTEE *in* BANKRUPTCY *of the* BANKRUPT'S LEASEHOLDS *and* COPYHOLDS *without his concurrence.* (*d*)

Parties, A., *trustee*, 1; B., *purchaser*, 2. *Recite lease*, p. 235, *devolution of title to bankrupt K.*, p. 236, *admission of*

(*d*) See the references in the note to the last Precedent.

K. to copyholds, p. 233, *adjudication in bankruptcy, and appointment of A. trustee*, p. 245, *contract for sale*, p. 246. NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., (the receipt, &c.), *assignment by A. of leaseholds, see* Prec. VIII., *general words*, p. 264, *estate clause*, p. 264, *habendum to B., his exors, admors, and assigns, subject, &c.*, p. 267, No. VIII. AND THIS INDRE ALSO WITNESSETH that in further pursuance, &c., the sd A. doth hereby appoint that all those, *copyhold parcels*, p. 251, *general words*, p. 264, shall henceforth go and remain To THE USE of the sd B., his heirs and assigns, according to the custom of the sd manor, subject to the rents, fines, heriots, suits, and services due and of right accustomed for the same. *Covenant by A. against incumbrances*, p. 284, No. XI. PREC. XXII.

IN WITNESS, &c.

XXIII.

CONVEYANCE *by husband and wife of the* WIFE'S FREEHOLDS *to a* SUB-PURCHASER *to whom the benefit of the* CONTRACT *has been transferred pending completion at an* ADVANCE *in* PRICE. PREC. XXIII.

Parties, A. and B. "his wife," *vendors*, 1; C., *original purchaser*, 2; D., *sub-purchaser*, 3. *Recite seisin of A. and B. in right of B.*, p. 243. AND WHAS the sd A. and B. lately contracted with the sd C. for the absolute sale to him of the sd —— and hereditaments and the inheritance thereof in fee simple at the price of £——, but no conveyance thereof has yet been executed: AND WHAS the sd C. has agreed with the sd D. for the transfer to him of the benefit of the sd contract upon the terms of the sd D. paying to him the sd C., the sum of £—— making with the sd sum of £—— agreed to be paid by the sd

Recitals.

Contract for sale.

Sub-contract.

PREC. XXIII.

C. for the purchase of the sd premises as aforesd, the sum of £——. NOW THIS INDRE WITNESSETH,

Witnesseth.

that in pursuance of the sd respective agreements, and in consideration of the sum of £—— to the sd A. and B., and of the sum of £—— to the sd C. respectively paid by the sd D., the receipt of which sd sums the sd A., B., and C. do respectively hereby acknowledge, the sd B., with the concurrence of the sd A.,and at the request of the sd C., doth hereby grant, and the sd A. and C. do respectively

Grant.

hereby grant and confirm unto the sd D., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to D. in fee*, p. 266, *covenants by A. with D. for title*, p. 272, *No.* III., *with variations rendered necessary by C. being a concurring party, see Note* (*i*), p. 268. *Covenants by C. with D. against incumbrances*, p. 284, No. XI., *and for further assurance by himself and persons claiming under him*, p. 270.

IN WITNESS, &c. (*e*)

XXIV.

PREC. XXIV.

CONVEYANCE *of* FREEHOLDS *belonging to a Married Woman for her* SEPARATE USE. VARIATIONS *where her* HUSBAND *is* NOT *a* PARTY *to the* CONVEYANCE.

Parties, A., *married woman*, 1; [B., *husband*, 2]; C., *trustee*, 3; D., *purchaser*, 4. *Recite deed whereby the hereditaments* "hereinafter expressed to be hereby assured" *were conveyed to such uses as A should appoint, and in default of appointment to the use of C. in fee, in trust for the separate use of A., contract for sale by A. to D., p.* 246, *agreement that* [*B. and*] *C. should* "[respectively] join in these presents in manner hereinafter appearing." NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement and in

(*e*) To be acknowledged by B.

PREC. XXIV.

consideration of the sum of £—— upon the execution of these presents paid by the sd D. to the sd A. as her separate estate, the sd A., in exercise of the power vested in her under the hereinbefore recited Indre, and of every or any other power enabling her in this behalf, doth hereby appoint, and by way of further assurance, the sd C. by the direction of the sd A. doth hereby grant, and the sd A. doth hereby grant and confirm unto the sd D., his heirs and assigns, *parcels*, p. 251, *general words*, p. 265, *special estate clause*, p. 264, No. VIII., *habendum to D. in fee*, p. 266, *covenant by C. against incumbrances*, p. 284, *covenants* [*by B. and also*] *by A.* "so as to bind her separate estate," *for title*, p. 268, *with the variation in note* (*i*).

IN WITNESS, &c.(*f*)

XXV.

PREC. XXV.

CONVEYANCE *of* FREEHOLDS *and* LEASEHOLDS *by* TRUSTEES *for* SALE *and* EXECUTORS *under a* WILL.

Parties, A. and B., *trustees and exors*, 1; C., *purchaser*, 2. *Recite lease*, p. 235, *testator's title to freeholds, will*, *setting forth general devise and bequest in trust for sale and conversion and receipt clause* (*if any*), *and appointment of exors*, p. 237, *death and probate*, p. 243: AND WHAS the sd A. and B., as trustees of the sd will, have agreed with the sd C. for the sale to him of the sd freehold hereditaments and premises for the sum of £——, and as exors of the sd will (*g*) have agreed with the sd C. for the sale to him of the sd leasehold hereditaments and premises for the sum of £——: NOW THIS INDRE WITNESSETH that for effectuating the sale of the sd freehold premises, and in con-

Recitals.

Agreement.

Witnesseth.

(*f*) See Elphinstone's Introd. Conv., p. 134, and the cases there cited.

(*g*) Although the leaseholds are comprised in the bequest in trust for sale, the sale of the leaseholds should be treated as made by the executors, unless it appears that they have either expressly, or by their conduct assented to the bequest.

PREC. XXV.

sideration, &c., *the purchase money for freeholds* (the receipt, &c.), the sd A. and B., as such trustees as aforesd, do re-

Grant.

spectively hereby grant unto the sd C., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264,

Further witnesseth.

Habendum to C. in fee, p. 266: AND THIS INDRE ALSO WITNESSETH that for effectuating the sale of the sd leasehold premises, and in consideration, &c., *the purchase-money for leaseholds*, (the receipt, &c.), the sd A. and B.,

Assignment.

as such exors as aforesd, do respectively hereby assign unto the sd C., his exors, admors, and assigns, *leasehold parcels by reference to lease*, p. 254, *estate clause*, p. 264, *habendum to C. subject to rent and covenants*, p. 267, *covenant by A. and B. against incumbrances*, p. 285, No. XII., *covenant by C. to indemnify A. and B. against rent and covenants of lease*, p. 286, No. XIV.

IN WITNESS, &c.

XXVI.

PREC. XXVI.

CONVEYANCE *of* FREEHOLDS *under a* TRUST *for* SALE, *the* TENANT *for* LIFE *being a consenting* PARTY, *and covenanting for the title.* A SHORT FORM *without recitals.*

Parties, A., and B., *trustees for sale* (hereinafter called the vendors), 1; C., *tenant for life* (hereinafter called the life tenant), 2; D., *purchaser*, (hereinafter called the pur-

Witnesseth.

chaser), 3: WITNESSETH that in consideration, &c., (the receipt, &c.), and in pursuance and execution of the trusts of an indre dated, &c., and expressed to be made, &c., *the conveyance in trust for sale* [*or*, the will dated, &c., and proved on, &c., of X., late of, &c., deceased], the vendors as trustees of the sd settlement [will], with the consent (hereby testified), of the life-tenant, do respectively hereby

Grant.

grant unto the purchaser, his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to purchaser in fee*, p. 266; *covenants by trustees against*

incumbrances, p. 285, No. XII: AND THE life tenant doth hereby for himself, his heirs, exors, and admors, covenant with the purchaser, his heirs and assigns, that notwithstanding anything by him the life tenant, [or the sd testator], done, omitted, or knowingly suffered he, the life-tenant, now has power to give such consent as aforesd, and the vendors now have power to grant all the sd premises hereinbefore expressed to be hereby granted to the use of the purchaser, his heirs and assigns, in manner aforesd: *Covenants for quiet enjoyment, free from incumbrances and for further assurance*, p. 271, *substituting the word* "life-tenant" *for* "vendor" *and, if the trust for sale arises under a will,* "the sd testator" *for* "any of his ancestors or testators," *or, if under a deed, omitting these words, and making other consequential verbal alterations.* PROVIDED ALWAYS that as respects the reversion or remainder expectant on the life estate of the life-tenant in the sd premises, and the title to, and further assurance of the sd premises after his decease, the covenants hereinbefore contained shall not extend to the acts, or defaults of any person or persons other than or besides himself, and his own heirs and persons claiming through or in trust for him, them, or any of them.

IN WITNESS, &c.

PREC. XXVI.

Covenants by tenant for life for title.

Proviso restricting liability of tenant for life under covenants.

XXVII.

PREC. XXVII.

CONVEYANCE *of* FREEHOLDS *by* TRUSTEES *for* SALE *under a Will to the* SEPARATE USE *of a* MARRIED WOMAN, *the* HUSBAND *not being a party; the Persons beneficially interested in the Purchase-money or such of them as are not under* DISABILITY, *confirming the Sale and Covenanting for the Title. Variations where* MARRIED WOMEN *interested also Covenant so as to bind their* SEPARATE ESTATE.

Parties, A. and B., *trustees*, 1; C., D. "and E. his wife,"

PREC. XXVII.

F. "and G. his wife," and H., *persons interested in the purchase-money*, 2; I., *purchaser*, "the wife of X., of, &c." 3: K., *trustee for I.*, 4. *Recite seisin and will of testator*, p. 237, *setting out fully the trust for sale and receipt clause (if any), and stating shortly the trusts of the purchase-money, so as to show the interests of the parties of the second part, death of testator and probate*, p. 243, *occurrence of events upon which the trust for sale was to arise. Contract for sale to I. for* £——, p. 246, "which sum is intended to be paid by the sd I. out of monies belonging to her for her separate use, independently of her sd husband, and she is desirous that the sd hereditaments and premises should be conveyed and assured to the uses and in manner hereinafter expressed: AND WHAS the sd parties hereto of the second part [or (as regards such of them as are married women) their sd husbands in their right] are under the trusts of the sd will beneficially entitled to the purchase-money of the hereditaments and premises thereby devised in trust for sale as aforesd, in equal shares [*or*, in the shares and proportions following (that is to say), &c., *or*, "to —— shares of the purchase-money of the hereditaments and premises, &c., the persons entitled to the remaining —— shares thereof, being under the age of 21 years"]: AND WHAS the sd parties hereto of the second part have agreed to concur in these presents, for the purpose of confirming the sd sale, in manner hereinafter appearing, and the same parties [except such as are married women], have also agreed to enter into such covenants for the title to, and further assurance of, the sd hereditaments and premises as are hereinafter contained: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £—— to the sd A. and B., paid by the sd I. out of monies belonging to her for her separate use, independently of the sd X. (the receipt and payment of which sd sum of £——, the sd A. and B., and the sd parties hereto of the second part do respectively hereby acknowledge), they, the sd A. and B., do and each of them doth by the direction of the sd I., hereby grant, and the sd

Recitals.

Title of parties of 2nd. part.

Agreement to join.

Witnesseth.

Grant.

PREC. XXVII.

parties hereto of the second part so far as they are respectively interested, do hereby confirm unto the sd K., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264: To HAVE AND TO HOLD the sd —— and hereditaments, and all other the premises hereinbefore expressed to be hereby granted UNTO the sd K., his heirs and assigns, TO SUCH USES, upon such trusts, and for such purposes as the sd I., notwithstanding her present or any future coverture, and whether covert or sole shall from time to time, or at any time hereafter, by any deed or deeds, with or without power of revocation and new appointment, or by will or codicil direct or appoint, and in default of any such appointment, and so far as no such appointment shall extend TO THE USE of the sd K., his heirs and assigns, IN TRUST for the sd I., her heirs and assigns, for her sole and separate use, independently of the sd X. or any future husband, and of his debts, control, and engagements, and to permit the sd I., her heirs and assigns (whose receipt shall be a sufficient discharge for the same) to receive the rents and profits and the proceeds of any sale or other disposition of the sd premises, and to convey, lease, assure, or otherwise dispose of, the same premises as she or they may direct. *Covenant by A. and B. with K. against incumbrances*, p. 285, No. XII.: AND EACH of the sd parties hereto of the second part [other than the sd E. and G.] doth hereby for himself or herself, his or her heirs, exors, and admors, and so far only as regards the acts and defaults of himself or herself, and of the sd testator, and of all persons claiming under or in trust for them respectively, and in the case of the sd D. and F. as regards also the acts and defaults of the sd E. and G. their sd wives and of persons claiming under them respectively and so that the covenants of the sd several covenanting parties shall not extend to the acts and defaults of the others of the sd parties hereto of the second part respectively, or of persons claiming under or in trust for them or any of them [and each of them the sd E. and G., doth hereby for herself, her heirs, exors, and admors, to the

Habendum to trustee; to such uses as married woman shall appoint.

In default.

To use of trustee. upon trust for married woman's separate use.

Covenant by parties beneficially interested.

PREC. XXVII.

intent to bind her separate estate, and so far only as regards the acts and defaults of herself and her sd husband, and of the sd testator and persons claiming under or in trust for them respectively, but not for the acts and defaults of the others of the sd parties hereto of the second part respectively, or of persons claiming under or in trust for them or any of them], [and so that the liability of each of the sd now covenanting parties under this present covenant shall be limited to the amount of his or her share, or, in the case of the sd D. and F., the share of his sd wife in the sd purchase-money(*i*)], covenant with the sd K., his heirs and assigns, THAT notwithstanding anything by the sd covenanting parties respectively, or the sd testator or any person claiming under or in trust for them, him, or any of them, done, *continue covenants for title*, p. 273, *substituting* "the said testator" *for* "ancestors or testators," *and making corresponding verbal alterations.*

IN WITNESS, &c.

XXVIII.

PREC. XXVIII.

CONVEYANCE *by* TRUSTEES *and* EXECUTORS *of a will to effectuate a* CONTRACT *for* SALE *entered into by the* TESTATOR *in his lifetime.*

Recitals.

Parties, A., B., and C., *trustees and exors*, 1; D., *purchaser*, 2. *Recite will of X. containing general devise to A., B., and C. in trust, and devise to them of trust estates* (*k*), *and appointing them exors*, p. 237, *death and proof of will*, p. 243: AND WHAS the sd X., shortly before his death,

Agreement.

agreed with the sd D. for the sale to him of the fee simple in possession of the hereditaments hereinafter expressed to be hereby granted for the sum of £——, but the sd pur-

(*i*) Instead of the words here bracketed, the proviso, p. 275, may be inserted at the end of the covenants for title.

(*k*) See *Lysaght* v. *Edwards*, 2 Ch. D., 499.

chase-money was not paid by the sd D., nor was any conveyance of the sd premises made by the sd X. to the sd D. in pursuance of such agreement: AND WHAS the sd D. has requested the sd A., B., and C. to execute a conveyance of the sd premises to him, the sd D., in pursuance of such agreement as aforesd, which they have consented to do in manner hereinafter appearing: NOW THIS INDRE WITNESSETH that for effectuating such sale as aforesd, and in consideration of the sum of £——, upon the execution of these presents paid by the sd D. to the sd A., B., and C., as such exors as aforesd, the receipt, &c., they, the sd A., B., and C. as such devisees in trust as aforesd do, and each of them doth hereby grant unto the sd D., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to D. in fee*, p. 266, *covenant by A., B., and C. against incumbrances*, p. 285, No. xii.

PREC. XXVIII.

Request to trustees to convey.

Witnesseth.

Grant.

IN WITNESS, &c.

XXIX.

CONVEYANCE *of* FREEHOLDS *by* TRUSTEES *by direction of the* TENANT *for* LIFE *under a power of sale, the trustees having* NO ESTATE, *and the conveyance being made by way of* REVOCATION *and* APPOINTMENT *of the use.* COVENANT *for* PRODUCTION *by tenant for life. Short form* (*l*).

PREC. XXIX.

Parties, A. and B., *trustees*, (hereinafter called the vendors), 1; C., *tenant for life*, (hereinafter called the life-tenant), 2; D., *purchaser*, (hereinafter called the purchaser), 3: WHAS under an indre of settlement dated, &c., and expressed to be made, &c., [*or* the will dated, &c., and proved on, &c., of X., of, &c., deceased], the lands and hereditaments hereinafter appointed stand settled to the use of the

Recitals.

Settlement.

(*l*) For a fuller form, see the next Precedent.

PREC. XXIX.

life-tenant during his life, with remainders over, and the vendors, at the request or by the direction in writing of the life-tenant, have power to sell and assure, in manner hereinafter expressed, the fee-simple of the sd lands and hereditaments, and to give an effectual discharge for the purchase-money thereof: AND WHAS the vendors in exercise of the sd power of sale, and by the direction of the life-tenant, have agreed with the purchaser for the sale to him of the fee simple in possession of the sd lands and hereditaments for the sum of £——, and the life-tenant has agreed to enter into the covenants on his part hereinafter contained: NOW THIS INDRE WITNESSETH that for effectuating the sd sale, and in consideration of the sum of £—— this day paid by the purchaser to the vendors, the receipt, &c., the vendors in exercise of every power enabling them, whether under the sd settlement, [will], or otherwise, by the direction hereby testified of the life-tenant, do hereby revoke all the uses, trusts, and limitations of the sd lands and hereditaments hereinafter appointed, which are now subsisting or capable of taking effect under the sd settlement [will], And do hereby appoint that, *parcels*, p. 251, *general words*, p. 264, *special estate clause*, p. 265, No. VIII., shall henceforth remain and be TO THE USE of the purchaser, his heirs and assigns, *covenant by vendors against incumbrances*, p. 285, No. XIII.: AND THE life-tenant doth hereby for himself, his heirs, exors, and admors, covenant with the purchaser, his heirs and assigns, that notwithstanding anything by the life-tenant, [or by the sd testator], done, omitted, or knowingly suffered he, the life-tenant, has power to give such direction as aforesd, and the vendors have power to appoint all the sd premises hereinbefore expressed to be hereby appointed to the use of the purchaser, his heirs and assigns. *Covenant for quiet enjoyment, free from incumbrances, and further assurance*, p. 271, No. II., *substituting* "the sd testator" *for* "any of his ancestors or testators," *and making corresponding verbal alterations. Proviso restricting the liability of the tenant for life on his covenant as in Precedent* XXVI.:

Agreement for sale.

Witnesseth.

Revocation.

Appointment.

To use of purchaser.

Covenants by life tenant for title.

PREC. XXIX.

AND THE life-tenant so as to bind himself, his heirs, exors, and admors personally, only while having the actual custody or power to obtain the production of the deeds and writings specified in the schedule hereto respectively, and so far as practicable to bind such deeds and writings into whosoever hands the same may come, but not so as to bind himself, his heirs, exors, or admors, or to incur any liability in relation thereto, further or otherwise, doth hereby for himself, his heirs, exors, and admors, covenant with the purchaser, his heirs and assigns: THAT he, the life-tenant, his heirs or assigns, &c., *covenant to produce deeds*, p. 288, *or* 293.

For production.

IN WITNESS, &c.

[*Schedule of muniments.*]

XXX.

PREC. XXX.

CONVEYANCE *of* FREEHOLDS *by a* TRUSTEE *under a Power of Sale in a* STRICT SETTLEMENT *with the consent of the* TENANT FOR LIFE (*by* REVOCATION *and* APPOINTMENT *of the use*). A JOINTRESS *under a prior Settlement, and the* TRUSTEE *of a* TERM *for securing the* JOINTURE *concur for the purpose of Releasing the Estate and Surrendering the Term, which is merged.* THE TENANT FOR LIFE *covenants to* INDEMNIFY *the* PURCHASER *from another overriding* CHARGE, *and the* SUCCESSION DUTY *payable on the death of the* JOINTRESS.

Parties, A., *surviving trustee of settlement*, 1; B., *tenant for life*, 2; C., *widow jointress*, 3; D., *trustee of jointure term*, 4; E., *purchaser*, 5. *Recital of strict settlement of the* "hereditaments first hereinafter expressed to be hereby appointed among other hereditaments," *subject to a jointure rent-charge of £—— limited to C., and a term of —— years*

Recitals. Settlement.

PREC. XXX. *for securing the same, vested in D., and to a principal sum of £—— and interest charged thereon by an indre, dated, &c.* [*for the portions of the younger children of K., all of whom are now infants under the age of* 21 *years*], "which rent-charge and term and principal sum and interest override and are paramount to the uses and powers of the sd settlement," *setting forth the uses up to the estate of B.*, "with divers remainders over," *and the power of sale and of revocation of the uses, &c., and the power to give receipts fully, and* (*as part of the property now to be conveyed was purchased with the proceeds of a sale under the power*) *also referring to the trust for re-investment of the sale-monies in the purchase of other land to be conveyed to the uses of the settlement, death of L., one of the trustees of the settlement:* AND WHAS in the year —— the sd A. as trustee of the hereinbefore recited indre of settlement, and with the consent of the sd B. applied certain monies in his hands arising from the sale of part of the hereditaments comprised in the sd settlement, in the purchase of certain hereditaments situate in the county of ——, including the hereditaments secondly hereinafter expressed to be hereby appointed, *Recital of conveyance of the last-mentioned premises to the uses of the settlement:* AND WHAS, in exercise of the power of sale in the sd hereinbefore recited indre of settlement contained, the sd A. as surviving trustee thereunder, and at the request (hereby testified) of the sd B., has contracted with the sd C., &c., *contract for sale*, p. 246: AND WHAS the only charges, estates, or interests now subsisting upon or in the sd hereditaments and premises first hereinafter expressed to be hereby appointed, which are prior and paramount to the uses of the hereinbefore recited indre of settlement and would therefore not be overreached by an exercise of the power of sale therein contained as aforesd, are the sd jointure rent-charge of £—— limited to the sd C. by the sd ——, *prior instruments*, and the sd term of —— years, vested in the sd D., for securing the same, and the sd sum of £—— and interest charged thereon, by the sd,

Purchase of land for uses of settlement.

Contract for sale.

Charges.

&c.: AND WHAS the sd C. and D. have respectively agreed to concur in these presents, for the purpose of releasing the sd hereditaments and premises first hereinafter expressed to be hereby appointed from the sd rent-charge (which is secured on other property of ample value), and the sd term for securing the same: AND WHAS the sd B. has agreed to enter into such covenant as is hereinafter contained for indemnifying the sd C. in respect of the sd sum of £—— and interest, which is otherwise secured on other property of ample value, and the succession duty payable upon the decease of the sd C.: *Recital introductory to covenant for production of deeds*, p. 248: NOW THIS INDRE WITNESSETH that in pursuance of the sd contract and for effecting the sd sale, and in consideration, &c. (*purchase-money paid to A.*), (the receipt, &c.), the sd A. in exercise of the power in that behalf in the hereinbefore recited indre of settlement, and in the sd indre of the —— day of ——, *the conveyance of after purchased lands*, by reference to the sd indre of settlement respectively contained as aforesd, and of every other power thereunto enabling him the sd A., and at the request and by the direction (hereby testified) of the sd B., doth hereby revoke, determine, and make void all and every the uses, trusts, powers, and provisions, by and in the hereinbefore recited indre of settlement, and by and in the sd indre of the —— day of —— by reference thereto, respectively limited, declared, and contained of and concerning the —— and hereditaments hereinafter expressed to be hereby appointed, and doth hereby limit, declare, and appoint that, *Parcels in two parts*, p. 251, *general words*, p. 264, *special estate clause*, p. 265, No. VIII., shall henceforth go and remain TO THE USE of the sd E., his heirs and assigns for ever: AND THIS INDRE FURTHER WITNESSETH that in pursuance of the sd agreement in this behalf, and in consideration of the premises, the sd C. doth hereby release, and the sd D. at the request of the sd C. doth hereby surrender and assign unto the sd E., his heirs and assigns, ALL AND SINGULAR the sd —— hereditaments and premises

Release of jointure.

Indemnity against charge and succession duty.

Witnesseth.

Revocation.

Appointment.

To use of purchaser.

Further witnesseth.

Release of jointure.

PREC. XXX.

first hereinbefore expressed to be hereby appointed, with their and every of their rights, easements, and appurtenances, *Habendum to E. in fee*, p. 266, freed and discharged from the sd jointure rent-charge of £—— per annum limited or secured to the sd C. by the sd, &c., and from every part thereof, and from all powers and remedies for securing the same, and all claims and demands in respect thereof, to the intent that the sd term of —— years may become absolutely merged and extinguished in the freehold and inheritance of the same premises: AND EACH of them the sd A., C., and D., so far as relates to his or her own acts only, doth hereby for himself and herself, his and her heirs, exors, and admors, covenant with the sd E., his heirs and assigns, that they the sd covenanting parties respectively have not at any time heretofore done, omitted, or knowingly suffered, or been party or privy to anything whereby the sd hereditaments and premises hereinbefore expressed to be hereby appointed, released, and surrendered respectively, or any of them, or any part or parts thereof, are, is, or may be incumbered or impeached in title or otherwise, or whereby the sd A. is in any wise prevented from exercising the sd powers of sale, revocation, and appointment, in manner aforesd, or whereby the sd C. and D. respectively are in any wise prevented from respectively releasing and surrendering the sd —— hereditaments and premises hereinbefore expressed to be hereby released and surrendered or any of them, or any part thereof, in manner aforesd: AND THE SD B. doth hereby for himself, his heirs, exors, and admors, covenant with the sd E., his heirs and assigns, that notwithstanding anything by him, the sd B., done, omitted, or knowingly suffered, he, the sd B., now has power to make such request and to give such direction as aforesd, and that the sd A. now has power to appoint the sd premises hereinbefore expressed to be hereby appointed, and every of them, and every part thereof, to the use of the sd E., his heirs and assigns, in manner aforesd, *for quiet enjoyment, free from incumbrances, and for further assurance*,

Covenant against incumbrances by jointress and trustees.

Covenants by tenant for life for title.

p. 269 (*m*): And the sd B. doth hereby for himself, his heirs, exors, and admors, further covenant with the sd E., his heirs and assigns, that he, the sd B., his heirs, exors, or admors, will at all times hereafter keep the sd E., his heirs, exors, admors, and assigns effectually indemnified from and against the sd principal sum of £—— charged on the sd hereditaments and premises first hereinbefore expressed to be hereby appointed under or by virtue of the sd, &c., and from and against all interest due or to accrue due in respect thereof, or any part thereof, and from and against all succession duty, which may become payable in respect of the sd premises hereinbefore expressed to be hereby appointed, or any part thereof, upon the decease of the sd C., and from and against all claims, demands, actions, proceedings, costs, and expenses whatsoever, for or in respect of the sd principal sum and interest and succession duty, or any part thereof respectively, *covenant by B. with E. for production of deeds, see last Precedent.*

In witness, &c.

PREC. XXX.

For indemnity against charge and succession duty.

XXXI.

CONVEYANCE *to the* Trustees *of a* Personalty Settlement *of* Freeholds *purchased under a power to invest in land.* The Husband *and* Wife *being consenting Parties* (*n*). Reservation *of a* Right *of* Way *to the vendor.*

PREC. XXXI.

Parties, A., *vendor*, 1; B., *husband*, "and C., his wife," 2;

(*m*) As the covenant is confined to the tenant for life's own acts, the addition of the proviso in Precedent XXVI., p. 329, is not required.

(*n*) In accordance with the usual practice of conveyancers, no attempt is here made to keep the trust out of sight, as it is not likely ultimately to be of any avail, and no great practical inconvenience usually arises from its appearing. But the conveyance is sometimes taken to the trustees as joint tenants without referring to the trust, a course which appears to be free from serious objection.

PREC. XXXI.

Recitals. Settlement.

D. and E., *trustees of settlement*, 3. *Recite vendor's title:* AND WHAS by an indre dated, &c., and expressed to be made, &c., being the settlement made in contemplation of the marriage of the sd B. and C., (which was shortly afterwards solemnised [at the parish church of ——]), certain funds and property which were thereby, or had previously as therein recited been, assigned or transferred to the sd D. and F., were settled upon the trusts therein mentioned in favour of the sd B. and C., and the issue of the marriage, and it was by the sd indre agreed and declared, &c., *power to convert trust funds, and invest in purchase of land with consent of B. and C., or survivor*, to be held "upon the trusts, and with and subject to the powers and provisions therein declared and contained:"

Appointment of a new trustee.

AND WHAS the sd F., one of the trustees of the sd indre of settlement, died on the —— day of ——, and the sd E. was by an indre dated, &c., duly appointed a trustee of the sd indre of settlement in his place, under a power in that behalf therein contained:

Contract.

AND WHAS the sd D. and E., as the trustees of the sd settlement, have in pursuance of the aforesd power in that behalf, and at the request hereby testified of the sd B. and C., agreed with the sd A. for the purchase of the sd —— and hereditaments hereinafter expressed to be hereby granted, and the inheritance thereof in fee simple, subject to such reservation as hereinafter mentioned, at the price of £——, which sum has been raised by the sale, with the approbation of the sd B. and C. of part of the funds and property held upon the trusts of the sd settlement:

Witnesseth.

NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement and in consideration of the sum of £—— to

Grant.

the sd A., at the request of the sd B. and C., paid by the sd D. and E., the receipt, &c., the sd A. doth hereby grant unto the sd D. and E., and their heirs, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264: EXCEPT AND ALWAYS reserved unto the sd A., his heirs and assigns, &c., *reservation of right of way*, p. 263,

To use of trustees upon trusts of settlement.

TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted unto the sd D. and E., their heirs and assigns, subject to

the reservation hereinbefore contained, TO THE USE OF the sd D. and E., their heirs and assigns for ever, UPON THE TRUSTS, and with and subject to the powers and provisions by and in the sd indre of settlement declared and contained of and concerning the hereditaments thereby authorised to be purchased as aforesd, or such of the same trusts, powers, and provisions, as are subsisting and capable of taking effect. *Covenants by A. with D. and E. for title,* "subject as aforesd," p. 275. PREC. XXXI.

IN WITNESS, &c.

XXXII.

SURRENDER *of* FREEHOLDS *by* TENANT FOR LIFE *to* REMAINDERMAN *in fee.* PREC. XXXII.

Parties, A., *tenant for life,* 1; B., *remainderman,* 2. *Recitals shewing the titles of the parties:* AND WHAS the sd A. has agreed with the sd B. for the sale and surrender to him of the life estate of the sd A., in the —— and hereditaments hereinafter described for the sum of £——: NOW THIS INDRE, &c., *consideration, receipt,* the sd A. doth hereby grant and surrender unto the sd B., his heirs and assigns, *Parcels,* p. 251, *general words,* p. 264, *estate clause,* p. 264, *habendum,* UNTO AND TO THE USE of the sd B., his heirs and assigns for ever, to the intent that the estate for life of the sd A. in the sd premises, may merge and be extinguished in the reversion and inheritance thereof, and that the sd B. may become seised of, or entitled to the same premises for an estate of inheritance in fee simple in possession, *covenants for title by A.,* p. 268, *for right to convey* "the sd life estate and premises," *for quiet enjoyment* "during the life of the sd A.," *for further assurance of the* "sd life estate and premises." Contract. Witnesseth.

IN WITNESS, &c.]

XXXIII.

PREC. XXXIII.

CONVEYANCE *of* REVERSION *in fee of* FREEHOLDS *to a purchaser.* COVENANT *by* PURCHASER *to pay* SUCCESSION DUTY. (*o*)

Recitals. Parties, A., *vendor*, 1; B., *purchaser*, 2. *Short recital of title of A. in reversion expectant on the decease of X.,*

Contract. *the tenant for life*, p. 241: AND WHAS the sd A. has contracted with the sd B. for the absolute sale to him of the reversion and inheritance in fee simple of the sd A., expectant on the decease of the sd X., of and in the —— and hereditaments hereinafter expressed to be hereby conveyed for the sum of £——, and it has been further agreed that the succession duty payable in respect of the sd premises upon the decease of the sd X., shall be paid by the sd B., and that he shall enter into the covenant in relation

Witnesseth. thereto hereinafter contained: NOW THIS INDRE WITNESSETH that, &c., *consideration, receipt*, the sd A.

Grant. doth hereby grant unto the sd B., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264,

To purchaser. *habendum*, "UNTO the sd B., his heirs and assigns, subject to the estate for life of the sd X. in the same premises: To

In fee. THE USE of the sd B., his heirs and assigns for ever," *covenants by A. with B. for right to convey*, p. 268, "subject as and in manner aforesd," "and that the same premises and every part thereof, shall at all times from and after the decease of the sd X., remain and be," &c., *for quiet enjoyment, freedom from incumbrances, and for further assurance*, p. 269, "subject as aforesd:" AND THE SD B.

Covenant for payment of succession duty. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd A., his heirs, exors, and admors, that he, the sd B., his heirs, exors, admors, or

(*o*) As to sales of reversions, see 31 & 32 Vic. c. 4; *Miller* v. *Cook*, L. R. 10 Eq. 641; *Earl of Aylesford* v. *Morris*, L. R. 8 Ch. Ap. 484; *Benyon* v. *Cook*, L. R. 10 Ch. Ap. 389.

assigns, will duly pay all succession duty which may become payable in respect of the sd premises hereinbefore expressed to be hereby granted, or any part thereof upon the decease of the sd X., and will keep the sd A., his heirs, exors, and admors, indemnified from all actions, proceedings, claims demands, costs, and expenses for or on account of such succession duty or any part thereof, or the non-payment thereof (*p*). PREC. XXXIII.

In witness, &c.

XXXIV.

RELEASE *of* Reversion *in fee of* Freeholds, *expectant on an* Estate for Life, *to the* Tenant for Life. PREC. XXXIV.

Parties, A., *remainderman*, 1; B., *tenant for life*, 2. *Recitals as in last Precedent, mutatis mutandis.* NOW THIS INDRE WITNESSETH, &c., *consideration, receipt,* he, the sd A., doth hereby grant and release unto the sd B., his heirs and assigns, *parcels,* p. 251, *general words,* p. 264, *estate clause,* p. 264, *Habendum to B. in fee,* "to the intent that the sd B. may be henceforth seised of or entitled to the fee simple and inheritance in possession of the sd premises," *covenants by A. with B. for right to grant and release the premises,* "in reversion expectant on the estate for life of the sd B. in manner aforesd," *for quiet enjoyment,* "by the heirs and assigns of the sd B. after his decease," *free from incumbrances, and for further assurance of the premises in reversion, &c.,* "in manner aforesd," p. 268, *covenant by B. to pay succession duty as in last Precedent.*

In witness, &c.

(*p*) See in Precedent LXII. a covenant by a vendor to pay succession duty. See also Precedent XXXVI.

XXXV.

PREC. XXXV.

CONVEYANCE *of* REVERSION *in fee of* FREEHOLDS *to a* LESSEE *for years.*

Parties, A., *reversioner*, 1; B., *lessee*, 2. *Recite lease of*, "the messuage, &c., and hereditaments hereinafter mentioned," *from A. to B.*, p. 235, *contract for sale of*, "the reversion and inheritance in fee simple expectant on the hereinbefore recited lease of, &c., of and in the sd messuage, &c.," p. 246: NOW THIS INDRE WITNESSETH, &c., *consideration, receipt*, the sd A. doth hereby grant and release unto the sd B., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *Habendum to B. in fee*, to the intent that the sd term of —— years created by the hereinbefore recited indre of lease of, &c., may be henceforth absolutely merged in and consolidated with the reversion and inheritance in fee simple of the sd premises expectant on the determination of the sd term, *covenant by A. with B., his heirs and assigns, for right to grant and release notwithstanding anything by A., &c., done, &c.*, "except the sd indre of lease," *for quiet enjoyment without interruption, &c., by A., or any other person, &c.*, "except persons claiming under the sd lease," *free from incumbrances*, "except the sd lease," *and for further assurance by A. and every other person, &c.*, "except persons claiming under the sd lease," p. 268.

IN WITNESS, &c.

XXXVI.

PREC. XXXVI.

CONVEYANCE *of* FREEHOLDS *by equitable* TENANT FOR LIFE *and* REMAINDERMEN, *and a* TRUSTEE *in whom the legal estate is outstanding.* COVENANT *to produce* DEEDS.

Parties, A., *tenant for life*, and B., C., and D., *remainder-*

men, 1; E., *trustee*, 2; F., *purchaser*, 3. *Recitals of will of X., under which the property has become vested in E., in trust for A. for life, with remainder to B., C., and D., as tenants in common in fee. Death of testator and probate*, p. 243, *contract for sale*, p. 246. AND WHAS it has been agreed that the sd purchase-money shall be paid to the sd parties hereto of the first part, jointly and upon their joint receipt. *Recital of agreement that deeds should remain in the custody of A., B., C., and D., or some or one of them, and that they should covenant for their production*, p. 248: [AND WHAS the succession duty, payable upon the decease of the sd A., in respect of the sd premises intended to be hereby assured, has been compounded for, and paid and satisfied by the sd B., C., and D., prior to the execution of these presents](*q*): NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, to the sd parties hereto of the first part paid by the sd F., *receipt*, the sd E., by the direction of the sd parties hereto of the first part, doth hereby grant, and they, the sd parties hereto of the first part respectively, do hereby according to their several estates, rights, and interests, grant and confirm unto the sd F., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *Habendum to F. in fee, covenant by E. against incumbrances*, p. 284: AND THE SD A., so far as relates to the title to and further assurance of the sd premises hereinbefore expressed to be hereby granted during her life, and each of them, the sd B., C., and D., so far as relates to the title to and further assurance of his equal third part of the remainder in fee simple, expectant upon the life estate of the sd A., in the sd premises [*or if they are entitled in unequal shares*, so far as relates to the title to and further assurance of the part or share of or in the sd premises to which he or she is entitled as aforesd in fee simple in remainder expectant on the life estate of the sd A. therein], doth hereby covenant with the

Recitals.

Payment of succession duty.

Witnesseth.

Grant.

Covenants by tenant for life and remaindermen for title.

(*q*) If the duty is not paid in advance, a covenant for payment should be inserted as in Precedent XXXIII. or LXII.

PREC. XXXVI.

sd F., his heirs and assigns, that notwithstanding anything by the sd covenanting parties respectively, or by the sd X., deceased, done, &c., *remainder of covenants for title as in conveyance by tenants in common with variations rendered necessary by E. being also a conveying party*, p. 273, No. IV.: AND EACH of them the sd parties hereto of the first part, doth hereby covenant with the sd F., his heirs and assigns, the sd A. covenanting as regards the production and furnishing copies of the deeds and writings hereinafter mentioned during her life only, and the sd B., C., and D., covenanting as regards the production and furnishing copies thereof after the decease of the sd A. only, that they the sd covenanting parties respectively, or their respective heirs, exors, admors, or assigns, will, &c., *remainder of covenant for production, and proviso for substituted covenant*, p. 288.

For production of title deeds.

IN WITNESS, &c.

The Schedule referred to in the above written indre.

(*Schedule of Deeds.*)

XXXVII.

PREC. XXXVII.

CONVEYANCE *of* FREEHOLDS *by* TENANTS *in* COMMON, *some* SHARES *being in* SETTLEMENT.

Parties, A., *owner of first share*, 1; B., *owner of second share*, 2; C. and D., *trustees of settlement of third share*, 3; E., F., and G., *trustees of settlement of fourth share*, 4: H., *tenant for life under latter settlement*, "and K., his wife," 5; L., *purchaser*, 6. *Recite will devising estate to uses under which it ultimately vested in A. and others as tenants in common*, p. 237, *death of testator, probate*, p. 243, *and subsequent events showing determination of prior estates and title of ultimate remaindermen, settlements on marriage of two of the parties containing powers of sale of undivided shares, [and of concurring in respect of such shares in the sale of the*

Recitals.

PREC. XXXVII.

whole estate as an entirety,] *exerciseable as to one settlement with the consent of husband and wife:* AND WHAS the sd several persons parties hereto of the first four parts according to their respective shares, estates, interests, and powers (the sd E. and F. and G., acting with the consent of the sd H. and K.), have respectively agreed with the sd L. for the absolute sale to him of the fee simple of the sd —— and hereditaments hereinafter described for the sum of £—— for the entirety thereof, [*If the settlements contain no powers to concur in the sale of the estate as an entirety, say,* "AND WHAS the sd respective parties hereto of the first four parts (the sd E., F., and G., acting with the consent of the sd H. and K.), have severally agreed with the sd L. for the absolute sale to him of the fee simple of the respective undivided shares of the sd —— and hereditaments hereinafter described which they are respectively entitled to or have power to dispose of as aforesd, for the sum of £—— for each such one-fourth share, making the sum of £—— for the entirety thereof"]: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, being one equal fourth part of the sd purchase-money, to each of them the sd A. and B., paid by the sd L., the receipt whereof the sd A. and B. do respectively hereby acknowledge, they, the sd A and B., according to their respective estates, rights, and interests, do respectively hereby grant unto the sd L., his heirs and assigns, ALL THOSE two undivided fourth parts or shares, or other the parts, shares, estates, or interests of the sd A. and B. respectively of and in all, &c., *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum as to*, "the sd parts, shares, and premises hereinbefore, &c.," *to L. in fee:* AND THIS INDRE ALSO WITNESSETH that in pursuance, &c., and in consideration of the sum of £——, being one equal fourth part of the sd purchase-money to the sd C. and D., as the present trustees of the hereinbefore recited indre of settlement of, &c., paid by the sd L., the receipt, &c., they the sd C. and D. as such trustees as

Agreement.

Witnesseth.

Grant by absolute owners of two shares.

Revocation of uses of another share, and new appointment by trustees.

PREC. XXXVII.

aforesd, in pursuance of the power, &c., do and each of them doth hereby revoke and make void all and singular the uses, &c., in and by the sd indre of, &c., limited, declared, and contained, of and concerning the one undivided fourth share or other the part, share, parts, or shares in the same indre comprised, of and in all and singular the sd hereditaments and premises hereinbefore mentioned, and two fourth undivided shares whereof are hereinbefore expressed to be assured, and of and in the rights, easements, appurtenances thereof, and do and each of them doth hereby limit and appoint that the same part or share, parts or shares, of and in all and singular the same hereditaments and premises shall henceforth go and remain to the use of the sd L., his heirs and assigns, for ever, *Similar assurance of remaining share by E., F., and G.*, "with the consent (hereby testified) of the sd H., and K. his wife," *Covenant by C., D., E., F., and G.*, against incumbrances, p. 285, No. XII.: AND EACH OF THEM THE sd A., B., and H., so as to be answerable in the case of the sd A. and B. respectively, in respect of his own undivided fourth share only of the sd premises, and of the acts and defaults of himself and the sd testator, and of persons claiming under or in trust for them respectively in respect of his sd share, and in the case of the sd H., so as to be answerable in respect only of the undivided fourth share of the sd E., F., and G., and in respect only of the acts and defaults of himself and the sd K. his wife, and the said testator and of persons claiming under or in trust for them respectively in respect of such last-mentioned share, doth hereby for himself, his heirs, exors, and admors, covenant with the sd L., his heirs and assigns, that notwithstanding anything by them the sd now covenanting parties, or by the sd testator, or any person or persons claiming under or in trust for them respectively, done, omitted, or knowingly suffered, the sd A., B., E., F., and G., now have power to grant and appoint and assure the respective shares and premises hereinbefore expressed to be hereby by them respectively granted or appointed and

Covenants for title.

assured respectively to the use of the sd L., his heirs and assigns, in manner aforesd, and that the sd H. and K. his wife respectively have power to give such consent as aforesd, *for quiet enjoyment, free from incumbrances, and further assurance*, p. 274, *slightly altered*, "as to the same respective shares and premises." *Covenant by C. and D. as to first settlement, and by E., F., and G., as to second settlement for production*, p. 292, No. IV. PREC. XXXVII.

IN WITNESS, &c.

XXXVIII.

PREC. XXXVIII.

BARGAIN *and* SALE *of* COPYHOLDS *by* EXECUTORS *and* TRUSTEES *under a* WILL *containing a* DIRECTION *for* SALE *of the* COPYHOLDS, *but no devise of them to the* TRUSTEES. (*r*)

Parties, A. and B., *executors*, 1; C., *purchaser*, 2. *Recite will*, p. 237, *setting out fully the direction to the executors to sell the copyholds and the receipt clause (if any), and the appointment of executors, death and probate*, p. 243. AND WHAS the sd A. and B., pursuant to the directions in the sd will contained, have agreed, &c., *contract for sale*, p. 246, "of the copyhold or customary —— and hereditaments hereinafter expressed to be hereby bargained and sold: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., the receipt, &c., they the sd A. and B. in pursuance or exercise of the direction or authority for this purpose in the sd will contained, and of every or any other power or authority enabling them in this behalf, do and each of them doth hereby bargain, sell, Recitals. Witnesseth. Bargain and sale.

(*r*) The object of the testator in this case being to save the fine which would have been payable on the admittance of the trustees, if the copyholds had been devised to them in trust for sale, will be defeated, unless the sale takes place before the heir (to whom the legal estate descends subject to the power of sale) is compelled by the lord to obtain admittance.

PREC. XXXVIII.

and assure unto the sd C., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *special estate clause*, p. 265, No. VIII.

Habendum.

To have and to hold the sd —— and hereditaments, and all other the premises hereinbefore expressed to be hereby bargained and sold unto and to the use of the sd C., his heirs and assigns for ever, according to the custom of the sd manor, and by and under the rents, fines, heriots, suits, and services, due and of right accustomed for the same. *Covenant by A. and B. against incumbrances*, p. 285, No. XII.

In witness, &c.

XXXIX.

PREC. XXXIX.

CONVEYANCE *of the* Equitable Estate *in an* Undivided Moiety *of* Copyholds *by a* Tenant *in* Common *to his* Co-tenant.

Parties, A., *vendor*, 1; B., *purchaser*, 2.

Recitals.

Recital of will, p. 237, *devising copyholds*, "hereinafter mentioned," *to trustees upon trusts, death of testator and probate*, p. 243, *admittance of trustees*, p. 233, "upon the trusts, and subject to the powers and provisions in the sd will declared and contained concerning the same," *subsequent events, showing that A. and B. are entitled to the equitable interest equally as tenants in common, contract by*

Agreement.

A. for the sale to B., p. 246, *of* "the undivided moiety, or half share of and in the sd copyhold premises, to which he, the sd A., is entitled in equity under or by virtue of the trusts of the sd will, and the inheritance thereof in possession according to the custom of the sd manor." NOW THIS

Witnesseth.

INDRE WITNESSETH THAT in pursuance, &c., and in consideration, &c., the receipt, &c., the sd A. doth

Grant.

hereby grant (*s*) unto the sd B., his heirs and assigns, All that one undivided moiety, to which the sd A. is entitled

(*s*) If the parties were joint tenants, the conveyance would be by release.

PREC. XXXIX.

in equity as aforesd, of and in, *parcels*, p. 251, *general words*, p. 264, and all the estate, &c., of the sd A. in, to, or upon the sd undivided moiety and premises: To have and to hold the sd undivided moiety and premises hereinbefore expressed to be hereby granted unto and to the use of the sd B. his heirs and assigns for ever, according to the custom of the sd manor, by and under the rents, &c. *Covenants by A. with B., his heirs and assigns for title*, p. 268, *to*, "the sd undivided moiety and premises hereinbefore," &c.

Habendum.

In witness, &c.

XL.

PREC. XL.

DEED *of* Enfranchisement *of* Copyholds *by* Lord *of* Manor *entitled to* Uses *to bar* Dower *to* Trustees *of a* Will.

Parties, A., *lord of manor*, 1; B. and C., *trustees*, 2.

Recitals.

Recite that manor stands limited to uses to bar dower in favour of A., p. 231, *will of K., devising residuary realty and personalty to B. and C. in fee* "upon certain trusts therein mentioned," *and power to obtain enfranchisement of copyholds* [*or to purchase lands*], *death of testator, without revoking will, seised* "of the copyhold hereditaments hereinafter expressed to be enfranchised," *probate*, p. 243, *admission of B. and C. upon the trusts of the will, see last precedent*: And whas the sd B. and C., in exercise of the powers vested in them by the sd will, and of every other power in this behalf them enabling, have contracted with the sd A. for the enfranchisement of the sd copyhold hereditaments for the sum of £——: NOW THIS INDRE WITNESSETH that in pursuance, &c., in consideration, &c., the receipt, &c., he, the sd A., in exercise of the power contained in the sd recited indre of, &c., and of every other power in that behalf him enabling, doth hereby

Agreement for enfranchisement.

Witnesseth.

Conveyance of freehold

PREC. XL.

appoint, and by virtue of his estate and interest, and by way of further assurance, doth hereby enfranchise and release unto the sd B. and C., their heirs and assigns, *parcels*, p. 251 [*if such be the intention, add*, "TOGETHER WITH all rights of common and commonable rights in, over, upon, or out of any common or waste lands of the sd manor to which the sd B. and C., as such trustees as aforesd, their heirs or assigns now are, or, but for these presents would have been henceforth entitled in respect of the sd premises intended to be hereby enfranchised."]

with rights of common.

Habendum.

General words, p. 264, *estate clause*, p. 264: TO HAVE AND TO HOLD the sd —— and hereditaments, and all other the premises hereinbefore expressed to be hereby granted and enfranchised UNTO AND TO THE USE of the sd B. and C., their heirs and assigns for ever, absolutely enfranchised and discharged from the copyhold tenure thereof, and from all manner of yearly and other payments, quit-rents, fines, heriots, quit rents, suits, services and customs whatsoever incident thereto, or, which according to the custom of the sd manor of ——, were, or otherwise ought to be paid, done, or performed for or in respect of the sd premises as copyhold holden of the sd manor, nevertheless upon and for the trusts and purposes, and with and subject to the powers, provisoes and declarations by and in the sd will of the sd X. declared and contained of and concerning the sd copyhold premises, or such of them as are now subsisting, and capable of taking effect, *covenants by A. for title*, p. 268, *saying*, "to appoint, grant and enfranchise," *and to produce court rolls and title-deeds of manor*, p. 288 [*if such be the intention, add*, "PROVIDED ALWAYS, and it is hereby agreed and declared that all rights of common and commonable rights, &c., *as above*, shall immediately henceforth enure to and for the absolute use and benefit of the sd A., his appointees, heirs, and assigns for ever."]

Free from copyhold tenure.

Upon trusts of will.

Reservation of commonable rights.

IN WITNESS, &c.

XLI.

DEED *of* ENFRANCHISEMENT *of* COPYHOLDS *under a* POWER *in a* STRICT SETTLEMENT *of the* MANOR. PREC. XLI.

Parties, A., *trustee of settlement*, 1; B. *tenant for life under settlement*, 2; C. *copyholder*, 3.

Recital of settlement of manor, setting forth uses as far as limitation to B. for life, and power to trustees to enfranchise, with the consent of tenant for life, admission of C. to copyholds, p. 233: AND WHAS the sd A., as surviving trustee of the sd recited indre of settlement, and in exercise of the power in that behalf therein contained, has, at the request of the sd B., agreed with the sd C. for the enfranchisement of the sd copyhold premises in manner hereinafter mentioned, in consideration of the sum of £——: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., the receipt, &c., the sd A., at the request and by the direction of the sd B., and in execution of the sd power in that behalf in the sd indre of settlement contained, and of every other power enabling him the sd A. in that behalf, doth hereby absolutely revoke, determine, and make void ALL AND EVERY the uses, trusts, powers, limitations, and provisions, in the same indre limited, declared, and contained, so far as the same uses, &c., relate to or affect the freehold and inheritance of the hereditaments hereinafter described or any part thereof, and doth hereby direct and appoint that, *parcels*, p. 251, *general words*, p. 264, *special estate clause*, p. 265, No. XII., shall henceforth remain, and be TO THE USE of the sd C., his heirs and assigns, as freehold henceforth and for ever, enfranchised and discharged from all fines, heriots, reliefs, quit-rents, and other incidents whatsoever of copyhold or customary tenure. *Covenant by A. against incumbrances*, p. 284, No. XI., *and covenants by B. for title, as in Precedent* XXIX., *using the words*, "appoint and enfranchise," *in lieu of* "appoint."

Recitals.

Agreement for enfranchisement.

Witnesseth.

Revocation of uses.

New appointment.

Free from copyhold tenure.

IN WITNESS, &c.

XLII.

PRE XLII.

DEED *of* ENFRANCHISEMENT *of Copyholds with the* CONSENT *of* THE COPYHOLD COMMISSIONERS, *the* MANOR *being held in* UNDIVIDED SHARES *in* SETTLEMENT (*t*).

Parties, A., lord of the manor of ——, in the county of ——, as to two undivided third parts thereof, 1; B. and C., trustees of the sd two third parts, 2: D., lord of the sd manor as to the remaining one undivided third part thereof, 3; the copyhold commissioners, 4; E., *copyholder*, 5.

Recitals.

Recital that under the settlement made on the marriage of A., he has a life estate in two undivided third parts of the manor, and that B. and C. are the trustees under such settlement —that D. is entitled to the remaining third part of the manor —admission of E. to the lands, p. 233: AND WHAS the sd E. is desirous that the sd lands should be enfranchised, and the sum to be paid as the consideration for such enfranchisement has been ascertained under the direction of the sd copyhold commissioners pursuant to the provisions of the copyhold acts to be the sum of——:

Desire to enfranchise, and assessment of consideration.

Witnesseth.

NOW THIS INDRE WITNESSETH THAT, in consideration of £——, (being two equal third parts of the sd sum of £——), paid by the sd E. at the request of the sd A. to the sd B. and C., as trustees of the sd indre of, &c., the receipt, &c., and in further consideration of the sum of £——, (the remaining third part of the sd sum of £——), paid by the sd E. to the sd D., the receipt, &c., the sd A., so far as relates to two equal undivided third parts or shares of and in the hereditaments hereinafter mentioned, in pursuance and exercise of any power given to him by the copyhold acts, or any other power enabling him in this behalf, and with the consent of the copyhold commissioners, doth hereby grant, enfranchise, and

Enfranchise.

(*t*) See Rouse's Copyhold Enfranchisement; and see the Copyhold Acts 1841, 4 & 5 Vic. c. 35; 1843, 6 & 7 Vic. c. 23; 1844, 7 & 8 Vic. c. 55; 1852, 15 & 16 Vic. c. 51; 1858, 21 & 22 Vic. c. 94. See also 31 & 32 Vic. c. 89.

release, and the sd D., so far as relates to the remaining one equal undivided third part or share of and in the sd hereditaments, doth hereby grant, enfranchise, and release unto the sd E., his heirs and assigns, *parcels*, p. 251, *general words*, p. 266, "except such rights as are reserved by the Copyhold Act, 1852, section 48," *special estate clause*, p. 265, No. VIII., *habendum* "UNTO AND TO THE USE of the sd E., his heirs and assigns as freehold," *&c., as in last precedent:* PROVIDED ALWAYS that nothing herein contained shall prejudice or affect the rights or remedies of the sd A., B., C., and D., respectively, in respect of any lands held of the sd manor, other than the lands hereinbefore enfranchised, *covenants by B. and C. against incumbrances*, p. 285, No. XII., *and by A. and D. for title*, p. 273, No. IV., *and for production of court rolls and title deeds of manor*, p. 290, No. II.

IN WITNESS, &c.

PREC. XLII.

Habendum.

XLIII.

PREC. XLIII.

CONVEYANCE *of* ENFRANCHISED COPYHOLDS *by a* TRUSTEE *who had purchased and enfranchised on behalf of* ANOTHER PERSON *to the latter.*

Parties, A., *trustee*, 1; B., *owner*, 2. *Recite surrender of copyholds to A., and admittance*, p. 233, *deed or award of enfranchisement:* AND WHAS the respective sums of £—— and £——, expressed to be paid by the sd A. for the purchase and enfranchisement respectively of the sd hereditaments as hereinbefore mentioned, were not the proper monies of the sd A., but were in fact paid by the sd B., and the sd purchase and enfranchisement were made by the sd A. as a trustee for and on behalf of the sd B.: AND WHAS the sd B. has requested the sd A. to make such conveyance of the sd hereditaments to him, as is hereinafter contained: NOW THIS INDRE WITNESSETH THAT, in com-

Recitals.

Witnesseth.

PREC. XLIII. pliance with such request, and in consideration of the premises, the sd A. doth hereby grant unto the sd B., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to B. in fee*, p. 266, *covenant by A. against incumbrances*, p. 284.

IN WITNESS, &c.

XLIV.

PREC. XLIV. ASSIGNMENT *of* LEASEHOLDS *held under* SEVERAL LEASES (*with the* LICENSE *as regards one of the leases of the* LESSOR) *by a* TRUSTEE *for* CREDITORS *under a* LIQUIDATION *by* ARRANGEMENT (*u*), *with the* CONCURRENCE *of the* DEBTOR, *to* TENANTS *in* COMMON: *a* MORTGAGE *to a* BUILDING SOCIETY *being paid off out of the* PURCHASE-MONEY. VARIATION *where the Mortgage was made to a* SOCIETY *formed under the repealed* BUILDING SOCIETIES ACT, *which has since received a* CERTIFICATE *of* INCORPORATION *under the* BUILDING SOCIETIES ACT, 1874.

Recitals. Parties, A., *trustee for creditors*, 1; B., *debtor*, 2; C. and D., *purchasers*, 3. *Recite leases*, p. 235, *setting forth clause in one of them requiring lessor's license to an assignment, devolution of title to the debtor*, p. 236, *mortgage*, p. 234, *and further charge*, p. 235, *to* [*the trustees of*] *a benefit building society:* AND WHAS on the —— day of ——, the

Liquidation and appointment of trustee. sd B., being unable to pay his debts, summoned a general meeting of his creditors, and at such meeting it was resolved by a special resolution pursuant to the Bankruptcy Act, 1869, that the affairs of the sd B. should be liquidated by arrangement, and not in bankruptcy, and the sd A. was thereby appointed the sole trustee of the estate of the sd B. without a committee of inspection, and such appointment was

(*u*) See the Bankruptcy Act, 1869, 32 & 33 Vic. c. 71, s. 125.

duly certified according to the sd act: AND WHAS by order of the sd A., the sd premises demised by the sd respective hereinbefore recited leases, together with other property, were, on the —— day of ——, put up for sale by public auction at, &c., in several lots, whereof lots —— comprised the sd respective leasehold premises, and at such sale the sd C. was the highest bidder for and was declared the purchaser of lots ——, for the sum of £ ——: AND WHAS the sd C. bid at the sd sale on behalf of himself and the sd D., and the sd C. and D. are desirous that the sd premises shall be assigned to them as tenants in common in manner hereinafter appearing: [AND WHAS a certificate of incorporation, under the Building Societies Act, 1874, was on the —— day of —— granted to the sd Building Society] AND WHAS the sum of £——, being the amount due to the sd Building Society under the sd respective mortgage securities has, at the request of the sd A. and B., been paid by the sd C. and D. to [the trustees of] the sd society, and the sd mortgage securities have been vacated by a statutory receipt for the sd sum of £——, dated, &c., endorsed on the sd indre of mortgage of, &c., and signed by the sd trustees, *or*, "under the seal of the sd Building Society, countersigned by the secretary [manager]" (*x*): AND WHAS the sd, *lessor*, has given his license in writing dated, &c., to the assignment intended to be hereby made of the sd premises comprised in the sd indre of lease of, &c, *agreement of B. to concur*, p. 248: NOW THIS INDRE WITNESSETH THAT, for carrying the sd sale into effect, and in pursuance of the sd respective agreements, and in consideration of the sum of £—— to the [sd trustees of the] sd —— building society, paid by the sd C. and D. in manner aforesd, and of the further sum of £—— to the sd A., paid by the sd C. and D. (the payment and receipt in manner aforesd, of which respective sums of £—— and £——, making together the sd purchase-money of £——, the sd A. and B. do respectively hereby acknow-

PREC. XLIV.

Sale by auction.

Purchase.

Payment off of mortgage to building society.

Lessor's license.

Witnesseth.

(*x*) See 6 & 7 Wm. IV. c. 32, s. 5, 37 & 38 Vic. c. 42, s. 42, and 38 & 39 Vic. c. 9.

PREC. XLIV.

Assignment.

ledge), the sd A. doth hereby assign, and the sd B. at the request of the sd A. doth hereby assign and confirm unto the sd C. and D. their exors, admors, and assigns: ALL AND SINGULAR the sd respective —— hereditaments and premises comprised in and demised by the sd respective indres of lease of, &c., as aforesd with their and every of their rights, easements, and appurtenances, *estate clause*, p. 264: TO HAVE AND TO HOLD all the sd —— hereditaments and premises hereinbefore expressed to be hereby assigned unto the sd C. and D., their exors, admors, and assigns, as tenants in common in equal shares henceforth for all the residue now unexpired of the sd respective terms of years granted by the sd respective indres of lease, subject nevertheless to the payment of the respective rents, and the performance and observance of the covenants and agreements on the part of the respective lessees and conditions by and in the sd respective indres of lease reserved and contained, *covenant by A. with C. and D. jointly and severally against incumbrances*, p. 284, *covenants by B. with C. and D., that A. and B. have power to convey, and remainder of covenants for title*, p. 279, No. VIII, *covenants by C. and D., jointly and severally with A., and also as separate covenants with B. for indemnity against rent and covenants of leases*, p. 287, No. XV.

Habendum.

IN WITNESS, &c.

XLV.

PREC. XLV.

ASSIGNMENT *by* HUSBAND *and* WIFE *and a* MORTGAGEE *of* RENEWABLE LEASEHOLDS *to which the* HUSBAND *is entitled in* RIGHT *of his* WIFE.(*y*)

Recitals.

Parties, A., *mortgagee*, 1; B., *husband*, "and C. his wife," 2; D., *purchaser*, 3. *Recite lease to wife before marriage*,

(*y*) The concurrence of the wife, though not absolutely necessary, is usual in an assignment of her leaseholds.

p. 235: AND WHAS it has been the custom that the sd lease should be renewed at the expiration of every —— year on payment to the lessor of a fine and usual fees: AND WHAS the sd B. intermarried with the sd C. on the —— day of ——, *Recite mortgage by B. and C. to A.*, p. 234: AND WHAS the sd B., with the approbation of the sd C., has contracted with the sd D. for the absolute sale to him of the sd leasehold premises for the residue of the sd term, and all other the estate and interest of the sd B. and C., or either of them therein for the sum of £——, *state of mortgage debt*, p. 245: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration, &c., the receipt, &c., £—— *being paid to A. by the direction of B. and C., and* £—— *being paid to B.*, the sd A. by the direction of the sd B. and C. doth hereby assign, and the sd B. and C. do hereby respectively assign and confirm UNTO the sd D., his exors, admors, and assigns, *parcels*, p. 251, with the benefit of all such right or claim to the renewal of the sd lease as may be subsisting, and all other rights, members, and appurtenances to the same premises belonging, *estate clause*, p. 264, *habendum to D.*, p. 267, No. VIII., *covenant by A. against incumbrances*, p. 284, *covenants for title*, p. 276, No. VI., B. *covenanting for* C., *see* p. 272, No. III. *Covenant by C. with B. to pay rent, &c., and indemnify* "the sd B. and C., and each of them, their and each of their heirs, exors, and admors," p. 286.

PRES. XLV.

Custom to renew lease.

Contract.

Witnesseth.

IN WITNESS, &c.

XLVI.

ASSIGNMENT *of* PART *of the Property comprised in a* LEASE *at an* APPORTIONED RENT, *mutual* COVENANTS *and Cross* POWERS *of* DISTRESS, *to secure* PAYMENT *of the apportioned parts of the* RENT.

PREC. XLVI.

Parties, A., *vendor*, 1; B., *purchaser*, 2. *Recite the lease,*

Recitals.

PREC. XLVI.

Agreement.

p. 235, *describing the parcels by a short general description, agreement for sale*, p. 247, *of* the —— and hereditaments hereinafter expressed to be hereby assigned, being part of the premises demised by the sd indre of lease, subject to the yearly rent of £——, part of the sd yearly rent of £——, and to the covenants by the lessee and conditions contained in the sd indre of lease, and henceforth to be performed and observed in respect of the same premises: AND it has been agreed that the rent of £——, being the residue of the sd rent of £——, shall henceforth be paid by the sd A., in respect of the demised premises retained by him, and that these presents shall contain the covenants and powers hereinafter contained: NOW THIS INDRE, &c., *consideration, receipt, assignment by A. to* B., his exors, admors, and assigns, *parcels set out fully, following as nearly as may be the description in the lease*, being part of the hereditaments and premises comprised in and expressed to be demised by the hereinbefore recited indre of lease, *general words*, p. 264, *estate clause*, p. 264, *habendum* UNTO the sd B., his exors, admors, and assigns, henceforth for the residue now unexpired of the sd term of —— years, subject to the payment of the yearly rent of £——, part of the sd rent of £—— reserved by the sd indre of lease, and to the covenants by the lessee and conditions therein contained and henceforth to be performed and observed in respect of the premises hereinbefore expressed to be hereby assigned, *covenants by A. for title*, p. 276, *and for payment of his apportioned part of rent and performance of covenants in the lease affecting property retained, and for the indemnity of B.*, "and the hereditaments and premises hereinbefore expressed to be hereby assigned," p. 286: PROVIDED ALWAYS, and it is hereby agreed and declared that if the sd yearly rent of £—— hereinbefore covenanted to be paid by the sd A. in respect of the premises to be retained by him as aforesd, or any part thereof, shall be in arrear for —— days after any of the days appointed in the sd indre of lease for payment of the sd rent of £——, or if and so often as the sd B., his exors,

Witnesseth.

Power of distress.

admors, or assigns, shall be put to any costs, damages, or expenses, in respect of any non-performance or breach by the sd A., his exors, admors, or assigns, of the covenants or conditions contained in the sd indre of lease and affecting the premises to be retained by him the sd A., then it shall be lawful for the sd B., his exors, admors, or assigns, into the sd last-mentioned premises or any part thereof, to enter and distrain, and the distress and distresses then and there found to dispose of in due course of law, as landlords may do in respect of distresses for rent reserved upon leases, and to apply the produce thereof in or towards payment of the sd yearly rent of £—— so in arrear, and all costs, charges, and expenses, occasioned by the non-payment thereof, or by the breach or non-performance by the sd A., his exors, admors, or assigns, of any such covenants or conditions as aforesd (as the case may be). *Covenant by B. for payment of apportioned rent and performance of covenants in lease affecting* "the sd premises hereinbefore expressed to be hereby assigned," *and for the indemnity of A.*, "and the premises to be retained by him as aforesd," p. 286, *and grant by B. to A. of power of distress, similar mutatis mutandis to the covenants and power entered into and given by A. Covenant by A. for production of lease,* p. 288. PREC. XLVI.

In witness, &c.

XLVII.

UNDERLEASE *for effectuating the sale to a* Limited Company *of* Mining Property *held under a* Lease *containing a* Covenant *against* Assigning *or* Underletting *without the* Lessor's Licence, *which is refused as to an Assignment. The* Purchase-Money *being payable by* Instalments. Assignment *of* Fixed Machinery, *&c., belonging to the* Vendor. PREC. XLVII.

Parties, A., vendor, 1; The—— Company Limited, (here-

PREC. XLVII. Recitals.

inafter called the company), 2. *Recite lease of mining property*, p. 236, *containing a power to the lessee to determine it on notice, and a covenant against assigning or underletting without licence:* AND WHAS the sd A. has agreed with the company for the sale to them of the sd premises comprised in the sd indre of lease, and the fixed and movable machinery and mining stock and plant in upon or belonging to the sd premises at the price of ——, payable as follows (that is to say) £ —— upon the execution of these presents, and the residue thereof by four annual instalments of £—— each on the —— day of ——, &c., with interest on the principal sum for the time being remaining unpaid at the rate of —— per cent. per annum, to commence from the date of these presents, and to be payable annually with the sd instalments of principal: AND WHAS it has been agreed that the payment of such four instalments of purchase-money and interest shall be secured by a lien or charge upon the sd leasehold and other premises, and by the covenant of the company as hereinafter expressed (*z*) [*or if so intended*, shall be secured by the covenant of the company, but that the sd A. shall not retain any lien or charge upon the sd leasehold premises, or the sd machinery mining stock and plant for the same]: AND WHAS the landlords of the premises demised by the sd hereinbefore recited indre of lease have refused to consent to an assignment thereof, but have given their consent in writing to the underlease of the same premises intended to be hereby made, and it has been agreed that the sale thereof to the company shall be effectuated by the grant of such underlease and otherwise in manner hereinafter expressed: AND WHAS the sum of £—— has been apportioned as the price of the premises comprised in the sd lease, and the machinery and fixtures upon the same premises which belong to the sd A., but are not transferable by delivery, and the sum of £——, the residue of the sd purchase-money as the price of the mining stock and

The purchase money to be paid by instalments.

Security for payment of instalments.

Refusal by landlords to consent to assignment.

Apportionment of purchase-money.

(*z*) The unpaid purchase-money would usually be secured by a mortgage.

plant which are transferable by delivery (*a*): AND WHAS such mining stock and plant have been delivered by the sd A. to the company (as they do hereby acknowledge) on payment by them to him of the sd sum of £—— for the purchase thereof (the receipt whereof he doth hereby acknowledge): NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, and in consideration of the sum of £——, further part of the sd purchase-money upon the execution of these presents paid by the company to the sd A., (the receipt whereof making with the sd sum of £——, the sum of £—— he doth hereby acknowledge), and of the covenant by the company hereinafter contained for payment of the residue of the sd purchase-money, and interest for the same, the sd A. doth hereby demise unto the company and their assigns ALL and singular the lands, messuages, buildings, mines, minerals, liberties, licences, powers, rights, and premises comprised in, or expressed to be granted or demised by the sd hereinbefore recited indre of lease: TOGETHER WITH all and every the rights, easements, and appurtenances to the same premises belonging, and the full benefit and advantage thereof: TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby demised unto the company and their assigns for the residue now to come of the sd term of —— years, except the last day thereof, determinable nevertheless as hereinafter mentioned, SUBJECT to the exceptions and reservations contained in the sd lease, and SUBJECT also to and charged with the payment to the sd A., his exors, admors, and assigns, of the sd four unpaid instalments of the sd purchase-money, amounting to £—— each and interest pursuant to the covenant of the company hereinafter contained, [*or if so intended*, free and discharged from any lien or charge in favour of the sd A., for the sd four unpaid instalments of the sd purchase-money, or the interest for the same.]: YIELDING AND PAYING therefor unto the sd A., his exors,

PREC. XLVII.

Witnesseth.

Demise.

Habendum.

(*a*) The purchase money should be apportioned, and the moveable plant, &c., excluded from the assignment, to save stamp duty.

PREC. XLVII.

admors, and assigns, during the sd term hereby granted, the same or the like rents and royalties as were by the hereinbefore recited indre of lease reserved or made payable in respect of the sd premises, and to be paid or rendered upon or at the same or the like days or times, and in the manner thereby provided: AND SUBJECT to the observance and performance by the company and their assigns of the covenants on the part of the lessees and provisions in the sd lease contained (other than the respective covenants for payment of the sd rents and royalties, and restrictive of the right of the lessee to assign, underlet, or part with the sd premises):

Declaration of trust by A.

AND THE SD A. doth hereby, so far as he is authorised to do so without the lessor's consent, declare that he, his exors, admors, and assigns, will stand possessed of the sd last day of the sd term of —— years granted by the sd lease IN TRUST for the company and their assigns: AND THE company do hereby for themselves and their assigns covenant with the sd A., his exors, admors, and assigns, that they, the company and their assigns will, during the sd term hereby granted, pay or render to the sd A., his exors, admors, and assigns, the several rents and royalties hereinbefore expressed to be hereby reserved on or at the respective days or times, and in the manner, on at or in which the same are, or ought to be paid or rendered as aforesd clear of all deductions: AND ALSO WILL, during the sd term hereby granted, perform and observe all the covenants and agreements by the lessee and provisions contained in the sd lease (except as hereinbefore mentioned): AND WILL at all times keep indemnified the sd A., his heirs, exors, admors, and assigns against all actions, proceedings, costs, damages, claims, demands, and liability for or in respect of any breach of any of the sd covenants, agreements, and provisions (except as aforesd): AND THE SD A. DOTH hereby for himself, his heirs, exors, and admors, covenant with the company and their assigns, that he, the sd A., his exors, admors, or assigns will, during the sd term hereby granted, duly pay or render the respective rents and royalties reserved by, or

Covenants by company.

Covenants by A.

payable under the sd lease: AND ALSO that he, the sd A., his exors or admors will, at any time, if requested so to do by the company or their assigns, use his or their best endeavours at the expense of the company or their assigns to procure the licence of the landlords to an assignment to or in trust for the company or their assigns of the premises hereinbefore expressed to be hereby demised: AND IN THE EVENT of such licence being obtained, will execute such assignments or instruments as may be required by and at the expense of the company or their assigns for assigning or assuring the sd premises to or in trust for the company or their assigns: AND ALSO WILL at any time, if requested so to do by the company or their assigns, and at their expense, for the purpose of determining the sd lease, give such notice to the landlords thereof as is in that behalf provided by the sd lease, but except upon such request of the company or their assigns, will not give any such notice whereby the sd lease may be determined: AND ALSO WILL not at any time except by giving such notice upon request to determine the same as aforesd, do or knowingly suffer any act or thing whereby the sd lease may be invalidated or become void or liable to forfeiture: AND THIS INDRE ALSO WITNESSETH that in further pursuance of the sd agreement and for the considerations aforesd, the sd A. doth hereby assign unto the company and their assigns ALL such (if any) of the buildings, erections, furnaces, forges, foundries, rails, trams, turntables, weighing machines, waggons, steam and other engines, gins, machinery, and fixtures, in, upon, or affixed to the sd premises comprised in the sd lease, as are the absolute property of the sd A., but are incapable of being transferred to the company by delivery, and all the interest, right, and title, of the sd A., in and to the sd premises expressed to be hereby assigned: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby assigned unto the company and their assigns absolutely, [*subject to or free from lien for unpaid purchase-money*

PREC. XLVII.

Covenant by company to pay unpaid purchase-money.

as before,] *covenants by A. for title*, p. 276, substituting "demise" for "assign:" AND THE COMPANY do hereby covenant with the sd A., his exors, admors, and assigns, that the company or their assigns will pay to the sd A., his exors, admors, or assigns, the sd sum of £——, being the balance remaining unpaid of the sd purchase-money, with interest thereon at the rate of —— per cent. per annum, to be computed from the date of these presents, in manner following (that is to say), the sum of £——, part of the sd principal sum, on the —— day of —— next, &c., and the interest on the principal sum for the time being remaining unpaid to be paid with each of such instalments of principal.

IN WITNESS, &c.

XLVIII.

PREC. XLVIII.

SURRENDER *of* TERM *under a* LEASE *to the* REVERSIONER *in fee for life or years.* VARIATION, *where the* LEASE *is* RENEWABLE *under the Lessor's* COVENANT.

Recitals.

Parties, A., *termor*, 1; B., *reversioner*, 2. *Recite lease*, [*including covenant for renewal*], p. 235, *and devolution of term to* A., p. 236, *and of reversion to* B.: AND WHAS the sd A. has, at the request of the sd B., and in consideration of the sum of £—— to be paid to him by the sd B., agreed to surrender to the sd B., the sd premises comprised in the sd recited indre of lease for all the residue now unexpired of the sd term thereby granted, to the intent that such residue may merge in the freehold and inheritance of [in the reversion of the sd B. in] the sd premises: NOW THIS

Witnesseth.

INDRE WITNESSETH that in pursuance, &c., *consideration, receipt*, the sd A. doth hereby surrender and assign UNTO the sd B., his heirs and assigns [*or if B. has only a leasehold*

PREC. XLVIII.

interest, "his exors, admors, and assigns," *or, if he have a life estate,* "and his assigns,"] ALL AND SINGULAR the sd hereditaments and premises in the sd recited indre of lease comprised or expressed to be thereby demised with the rights, easements, and appurtenances thereof, *estate clause,* p. 264 : TO THE INTENT that the sd term of —— years granted by the sd indre of lease may merge and be absolutely extinguished in the freehold and inheritance of, [*or,* in the reversion of him the sd B. in] the sd premises: [AND THIS INDRE ALSO WITNESSETH that in further, &c., and for the consideration aforesd, the sd A. doth hereby release and discharge the sd B., his heirs, exors, admors, and assigns, from the hereinbefore recited covenant in and by the sd indre of lease made and entered into as aforesd for the renewal of the sd lease, and from all actions, proceedings, claims, and demands, for or on account of the sd covenant or the sd indre of lease, or anything therein contained, or any other thing in any wise relating to the premises :] *Covenants by A. as to the acts of himself and those claiming under or in trust for him,* p. 277, *for right to surrender, quiet enjoyment, freedom from incumbrances, and further assurance, or if A. is a trustee, covenant against incumbrances,* p. 284.

Release of lessor's covenant to renew.

IN WITNESS, &c.

XLIX.

PREC. XLIX

SURRENDER *of Farming* LEASE *to a* MORTGAGEE *in fee* (*by* ENDORSEMENT *on the Lease*).

Parties, A., *lessee,* 1; B., *mortgagor,* 2; C., *mortgagee,* 3.

WHAS the sd A. has agreed at the request of the sd B. to surrender to the sd C. as mortgagee of and the person legally seised of the fee simple and inheritance of the sd premises in reversion expectant on the determination of the term granted by the within-written indre, the premises therein comprised, upon being paid the sum of £——, which the sd

Recital.

PREC. XLIX. A. has agreed to accept in full satisfaction of all claims and demands whatsoever, which, as an outgoing tenant, according to any stipulation contained in the sd lease, or by the custom of the country [or by the Agricultural Holdings (England) Act, 1875] or otherwise, the sd A. has or could have or claim against the sd B. or C. or any other person in respect of the sd premises comprised in the sd lease: NOW THIS INDRE WITNESSETH that, in pursuance, &c., and in consideration of the sum of £——, paid by the sd B. to the sd A., the receipt, &c., the sd A. at the request of the sd B. doth hereby surrender and assign UNTO the sd C., his heirs and assigns, ALL AND SINGULAR the hereditaments and premises comprised in or expressed to be demised by the within-written indre of lease, and all the estate, &c., to the intent that the term of —— years granted by the sd indre of lease may be merged and extinguished in the freehold and inheritance of the sd premises. *Covenants by A. with C. for title*, p. 277, or 278.

Witnesseth.

IN WITNESS, &c.

L.

PREC. L. CONVEYANCE *of* FREEHOLDS *to* PARTNERS *on a Sale by* ORDER *of the* CHANCERY DIVISION *of the* HIGH COURT *of* JUSTICE *in an* ADMINISTRATION ACTION. APPORTIONMENT *of* RENT *where the* PROPERTY *is* SUBJECT *with* OTHER LAND *to a* LEASE *at an entire Rent.* APPORTIONMENT *also of* TITHE RENT CHARGE.

Parties, A., *person having legal estate*, 1; B. and C., *purchasers*, "carrying on business in co-partnership together, as ——, under the firm of ——, at ——," 2. *Recite death and intestacy of X., seised of* "the —— and hereditaments hereinafter expressed to be hereby granted," *leaving A. his heir at law, and grant of administration, or, recite the will of*

Recitals.

X., devising the hereditaments to A. in fee simple, pp. 236, 237, Nos. XXVI., XXVII., XXVIII., *and death of A., without having revoked will and probate,* p. 243 : AND WHAS on the —— day of —— an action was instituted in the Chancery Division of the High Court of Justice, in which K. was plaintiff, and L., M., and the sd A. were defendants, for the purpose of having the estate of the sd X. administered under the direction of the sd Court: AND WHAS by an order made by his Lordship the Vice-Chancellor Sir ——, on the further consideration of the sd action, it was amongst other things ordered that the real estate of the sd intestate [testator] should be sold, and that the purchase-money should be paid into Court, to the credit of the sd action, the account of ——: AND WHAS, in pursuance of the sd order, *recite sale by auction to B. and C.,* p. 247, and the sd B. and C. thereupon paid the sum of £—— as a deposit, and in part payment of the purchase-money to M., the person appointed by the sd judge to receive the same: AND WHAS the sd M. paid the sd sum of £——, *the deposit,* on the —— day of ——, into Court, to the credit of the sd action the account aforesd: AND WHAS the chief clerk of the sd judge certified the result of the sd sale on the —— day of ——, and his certificate was duly signed by the sd judge, and filed in the sd action [*or,* AND WHAS, by an agreement in writing, dated the —— day of ——, and expressed to be made between L., the person having the conduct of the sale of the sd real estate of the one part, and the sd B. and C. of the other part, the sd L. agreed, subject to the approval of the sd judge, for the sale of the hereditaments hereinafter expressed to be hereby granted to the sd B. and C., at the price of £——: AND WHAS by an order made in the sd action on the —— day of —— by the sd judge, the sd conditional contract of the —— day of ——, was confirmed and ordered to be carried into effect:] AND WHAS it was stipulated upon the sd sale that the same should be subject to the lease hereinafter mentioned (which comprises other hereditaments), but that the sd B. and C. should in respect

Action instituted.

Order for sale.

Sale and payment of deposit.

Result of sale certified.

Conditional contract for sale.

Confirmation by court.

Agreement for apportionment of rent.

PREC. L.

of the sd premises comprised in the sale to them be entitled to such an apportioned part of the yearly rent reserved by the sd lease as is hereinafter mentioned: AND WHAS by an order made in the sd action on the —— day of —— by the sd judge, it was ordered that the sd B. and C. should on or before the —— day of —— pay into Court, to the credit of the sd action the account, &c., the sum of £—— being the balance of the purchase-money for the sd premises, after deducting the sd sum of £——, paid as a deposit [together with £—— for the interest thereon, at the rate of £ —— per cent. per annum from the —— day of —— to the —— day of ——], [*or*, the sum of £—— the purchase-money payable under the sd contract], and it was thereby further ordered that on such payment being made, all proper parties should join in and execute a proper conveyance or assurance of the sd premises to the sd B. and C., or as they should direct: AND WHAS in pursuance of such order the sd B. and C. on the —— day of ——, paid the sd sum of £—— into Court to the credit of the sd action the account aforesd: AND WHAS the sd B. and C. are desirous that the sd hereditaments should be conveyed to them in manner hereinafter mentioned: NOW THIS INDRE WITNESSETH that in obedience to the sd order, and for effectuating the sd sale, and in consideration of the sum of £——, [*the deposit*, and £——, *residue of purchase-money and interest*] so paid by the sd B. and C. as aforesd, and of the premises, the sd A. doth hereby grant unto the sd B. and C., their heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264: TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd B. and C., their heirs and assigns, SUBJECT to an indre of lease, dated, &c., and expressed to be made, &c., whereby the sd premises (together with other lands and hereditaments) were demised to —— his exors, admors, and assigns, for a term of —— years from the —— day of ——, at the yearly rent of £——, BUT WITH THE RIGHT to the yearly sum of £——, as the part apportioned to the

Order for payment of balance into court and payment.

Witnesseth.

Habendum,

with benefit of apportioned rent.

PREC. L.

sd premises hereinbefore expressed to be hereby granted of the sd entire yearly rent of £—— reserved by the sd lease, and all rights, powers, and remedies possessed by the sd A. for the recovery thereof, AND SUBJECT ALSO to the payment of a yearly sum of £——, or the equivalent thereof for the time being, under the provisions of the acts for the commutation of tithes as an apportioned part of a certain yearly sum, or certain yearly sums, mentioned in the apportionment of the tithe rent-charge for the sd parish of —— as payable in respect of a certain enclosure forming part of the —— estate: TO THE USE of the sd B. and C., their heirs and assigns for ever, as joint tenants in trust for them, the sd B. and C., their exors, admors, and assigns, as part of their co-partnership estate [but so that after the decease of either of them, the sd B. and C., the survivor of them, or the heirs or assigns of such survivor, shall have full power, without the concurrence of the real or personal representatives of the one of them, the sd B. and C., so first dying, to sell, mortgage, lease, or otherwise dispose of the sd premises, or any part thereof, and to receive and give effectual discharges for any moneys arising from such sale, mortgage, lease, or disposition, and that every such mortgage, sale, lease, disposition, or receipt shall be absolutely binding upon all persons having or claiming any interest in the sd co-partnership estate]. *Covenant by A. with B. and C. against incumbrances, as in conveyance to joint tenants,* p. 284, No. XI. (*b*).

Subject to apportioned tithe rent-charge.

as partnership property.

IN WITNESS, &c.

(*b*) In sales by trustees under a decree of the court, the persons beneficially interested cannot be required to enter into covenants for the title. See *Cottrell* v. *Cottrell*, L. R. 2 Eq. 330.

LI.

PREC. LI.

CONVEYANCE *of a* PLOT *of* BUILDING LAND *with* EASEMENTS, *to two Persons as* JOINT TENANTS. RESTRICTIVE COVENANTS *by the* PURCHASERS *as to Building, &c.*

Parties, A., *vendor*, 1; B. and C., *purchasers*, 2.

Recitals.

Contract for sale.

WHAS the sd A. has contracted with the sd B. and C. for the absolute sale to them as joint tenants of the piece of land and hereditaments hereinafter expressed to be hereby assured (forming part of an estate laid out for building), and the inheritance thereof in fee simple for the sum of £——: And upon the treaty for the sd sale it was further agreed that the sd B. and C. should enter into the covenants hereinafter on their part contained [for the protection and benefit of the said A., his heirs and assigns, and the respective purchasers of the other parts of the estate of which the piece of land intended to be hereby assured forms part], *recital introductory to covenant for production*, p. 248:

Witnesseth.

NOW THIS INDRE WITNESSETH that in pursuance, &c., *consideration, receipt*, and also in consideration of the covenants hereinafter contained on the part of the sd B. and C., the sd A. doth hereby grant unto the sd B. and C., their heirs and assigns, *parcels referring to plan*, p. 253 No. XII., TOGETHER WITH full right and liberty at all times hereafter [in common with the owners and occupiers of the other houses on the sd —— estate], with or without horses [and spring] carts and carriages [and between the hours of —— and —— of the forenoon only, with other carts and waggons], to go, return, pass and repass, in, along, and over the several roads, or intended roads, known as —— and ——, as the same are delineated in the sd plan, and therein coloured —— (*c*): AND TOGETHER also, with the right and liberty at all times in common as aforesd to use any sewers or drains now or hereafter passing under or

Right to use roads and drains.

(*c*) See also p. 257.

PREC. LI.

along the sd roads, or intended roads, known as —— [*or*, TOGETHER WITH the right at all times hereafter to use, in common with the sd A., his heirs and assigns, and with all other persons who are or may become entitled to use the same, all common roads, sewers, drains and water-courses made, or to be made on the sd —— estate], *general words*, p. 264, *estate clause*, p. 264: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby granted UNTO the sd B. and C., their heirs and assigns, SUBJECT to the obligation of contributing and paying a due proportion [according to the extent of their frontage towards the sd respective roads, or intended roads] of the expense of making, maintaining, repairing and cleansing the sd roads, sewers and drains, until the same shall be adopted by and taken into the charge of the parish or local authority [such proportion in case of dispute to be decided by the surveyor for the time being of the sd A., his heirs and assigns], and subject to such other obligations as are hereinafter mentioned: TO THE USE of the sd B. and C., their heirs and assigns for ever, *covenants by A. for title*, p. 273, *and for production of deeds in schedule*, p. 290: AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the sd agreement in this behalf, and in consideration of the premises, the sd B. and C. for themselves, their heirs, exors, admors, and assigns, and so as to bind not only themselves, their heirs, exors, admors, and assigns, but also (so far as practicable) the sd piece of land and premises hereinbefore expressed to be hereby granted and the successive owners and tenants thereof, do hereby covenant with the sd A., his heirs and assigns, as follows, namely, THAT the sd B. and C., their heirs and assigns, will erect and for ever maintain at their own expense a good and sufficient boundary-fence (consisting of a wall, or oak paling), of not less than five feet, nor more than seven feet in height on the sides of the sd premises hereinbefore granted, indicated on the sd plan by the mark T., and standing within the area of such premises: AND THAT the sd A.,

Habendum,

subject to contribution for maintaining roads, &c.

Covenants by purchasers.

to build and maintain fence.

PREC. LI.

Liberty to vendor to train trees thereon.

Not to build within — feet of the road.

To keep building line.

All buildings to be private dwelling houses.

his heirs and assigns, shall have liberty to nail fruit trees or creeping plants on the side of any such fence which shall abut on his or their land: AND THAT no building or other erection except the sd fence shall be placed on the sd premises within —— feet of —— road: AND THAT any house or building to be erected on any part of the sd premises shall range and be in a line with the building line marked on the sd plan: AND THAT no building shall be erected on any part of the sd premises for any purpose other than those of a private dwelling-house, and of the offices and outbuildings belonging to such dwelling-house: AND THAT no building which may be at any time erected on any part of the sd premises shall be used for purposes other than those lastly hereinbefore mentioned: AND THAT the sd premises shall not, nor shall any part thereof, be used as a school or chapel, or as tea-gardens, or as a place of public amusement or resort, nor shall any trade, business, or manufacture, or anything in the nature thereof, or having the appearance or show thereof, be carried on upon the same premises, nor shall any operative machinery be fixed or set up thereon, nor shall any bricks or tiles be made on the sd premises, nor any clay or lime burnt thereon, nor shall anything be done thereon which may be or grow to be a nuisance or annoyance to the sd A., his heirs or assigns, or the neighbourhood: AND THAT no dwelling-house shall be erected on the sd premises at less than the following cost, viz.:—In the case of a single house the outlay on the erection thereof, with the offices and outbuildings (if any), shall not be less than £500; and in the case of a pair of such houses being for the time being erected together, the outlay on the erection thereof, with their respective offices and outbuildings, shall not be less than £700: AND ALSO that the sd B. and C., their heirs and assigns, shall at all times hereafter when required pay to the sd A., his heirs or assigns, or contribute an equal share or proportion, with the owners of the other houses adjoining such intended roads respectively, of the expense

No house to cost less than certain sums.

To pay share of expenses of roads.

of making, and at all times repairing and maintaining the sd roads, sewers and drains, until the same shall be adopted by the parish or local authority: [AND FURTHER, that for causing the covenants hereinbefore contained on the part of the sd B. and C., to run with and bind the sd premises hereby assured, the sd B. and C., their heirs or assigns, will, upon every conveyance, lease, or other disposition by them of such premises, or any part thereof, give to the grantee or lessee express notice of the sd covenants] (*d*).

IN WITNESS, &c.

The schedule above referred to.

[*Schedule of deeds.*]

(*d*) The following is a form of covenant by the purchaser with the vendor for securing uniformity in the buildings :—

"THAT the sd, *purchaser*, his heirs or assigns, will, within the space of twelve calendar months next after the date of these presents, at his or their own cost, and under the inspection and to the satisfaction of the sd, *vendor*, his heirs or assigns, or his or their architect or surveyor, erect and finish in a good, substantial, and workmanlike manner upon each of the sd pieces of ground, one messuage or dwelling-house upon the same plan, of the same form and dimensions, and after the like manner as the houses now already erected on the east side of the sd road shown in the sd plan and therein coloured ——."

For other restrictive stipulations, see "CONDITIONS OF SALE," and below, Precedent LIII.

The following is a form of covenant by a vendor for securing the privacy of the property sold :—

"AND (for protecting the privacy of the sd premises hereby granted) the sd, *vendor*, doth hereby for himself, his heirs and assigns, and so far as practicable, to bind all persons claiming title under him to all or any of his lands adjoining or near to the sd premises hereby granted, and to bind such lands into whosesoever hands the same may come, covenant with the sd, *purchaser*, his heirs and assigns, that the sd, *vendor*, his heirs or assigns, or any

PREC. LII.

LII.

CONVEYANCE *by* MORTGAGOR *and* MORTGAGEES (*who have other sufficient* SECURITY, *and do not receive the purchase-money*) *to a* PURCHASER. MUTUAL *restrictive* COVENANTS *as to* BUILDING *and* USER *of the* PROPERTY *by reference to a Schedule.* COVENANT *for* PRODUCTION *of deeds which are retained by the Mortgagees.*

Recitals.

Parties, A., B., and C., *mortgagees*, 1; D., *vendor*, 2; E., *purchaser*, 3. *Recite mortgage from D. to A., B., and C., of the property agreed to be sold together with other property*, p. 234, *agreement for sale by D. to E.*, p. 246, free from the hereinbefore recited indre of mortgage, and the sd principal sum of £——, and the interest now or henceforth to accrue due thereon, with the benefit of the stipulations contained in the first part of the first schedule hereunder

Agreement for sale free from mortgage,

with the benefit of,

---

person or persons claiming title under him as aforesd, will not at any time, without the consent in writing of the sd, *purchaser*, his heirs or assigns, make or cause or permit to be made in any messuage or buildings that shall be erected on land belonging to the sd, *vendor*, his heirs or assigns, or any such other person or persons on the south or on the east sides of the sd premises hereby granted, any window or opening on the side adjacent to, or which would overlook the sd premises: AND FURTHER, that for causing the covenant hereinbefore contained to run with and bind such lands as last aforesd, the sd, *vendor*, his heirs or assigns, will upon every conveyance, lease, or other disposition by him or them of such lands, or any part thereof, give to the grantee or lessee express notice of the covenant lastly hereinbefore contained."

To ensure that purchasers claiming under the covenantor shall have notice of a restrictive covenant of this nature, a memorandum of the deed containing it should be endorsed on one or more of the covenantor's title-deeds.

written, but with the reservations and subject to the stipulations specified in the second part of the same schedule, *state of mortgage debt*, p. 244, *omitting the agreement for payment to, and concurrence of the mortgagee:* AND WHAS the sd A., B., and C., being satisfied that the other hereditaments comprised in the hereinbefore recited indre, are a sufficient security for the whole of the principal money and interest intended to be thereby secured, have consented that the sd sum of £—— shall be paid to the sd D., and have agreed to join in these presents in manner hereinafter appearing: AND WHAS the several deeds and writings comprised in the second schedule hereto are in the custody of the sd A., B., and C., as such mortgagees as aforesd, and upon the treaty for the sd sale, it was agreed that the same should remain in their custody, and that they and the sd D. should respectively enter into the covenant hereinafter contained in relation thereto: NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement in this behalf, and in consideration of the sum of £——, paid by the sd E. to the sd D., with the consent of the sd A., B., and C., the receipt, &c., they, the sd A., B., and C., at the request of the sd D., do and each of them doth hereby grant and release, and the sd D. doth hereby grant and confirm UNTO the sd E., his heirs and assigns, *parcels*, p. 251: TOGETHER with the benefit of the stipulations contained in the first part of the first schedule hereto, *general words*, p. 264, *estate clause*, p. 264, *habendum to E. in fee*, p. 266, "DISCHARGED from all principal monies and interest secured by and from all claims and demands under the hereinbefore recited indre of mortgage, BUT SUBJECT to such stipulations in favour of the sd D., his heirs and assigns, as are specified in the second part of the sd first schedule hereto," *covenant by A., B., and C., against incumbrances*, p. 285, *and by D. for title*, p. 268: AND THIS INDRE ALSO WITNESSETH that in pursuance of the sd agreement, and in consideration of the premises, the sd E. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd A., B.,

PREC. LII.

and subject to stipulations in schedule.

Agreement by mortgagees to allow purchase money to be paid to vendor.

Recital introductory to covenant for production.

Witnesseth.

Free from mortgage.

Subject to stipulations.

Covenant by purchaser to observe stipulations to be

PREC. LII.

performed by him.

and C., their heirs and assigns, and also, as a separate covenant, with the sd D., his heirs and assigns, that he the sd E., his heirs and assigns, the owners for the time being of the premises hereinbefore expressed to be hereby granted, will at all times hereafter observe and perform the stipulations contained in the second part of the sd first schedule hereto, *Similar covenants* (*e*) *by D. with E. for performance by D., his heirs and assigns,* "the owners for the time being of so much of the land shewn in the sd plan as is not hereby assured," *to perform the stipulations in the first part of the first schedule. Covenant by mortgagees,* p. 291, No. III., *and,* "also as a separate covenant" *by D.,* p. 288, *for production of deeds in second schedule.*

IN WITNESS, &c.

[*Two Schedules.*]

LIII.

PREC. LIII.

DEED *of* COVENANT *between* VENDORS *and* PURCHASERS *of land laid out in* BUILDING PLOTS.

Parties.

THIS INDRE made the —— day of ——, between the several persons who have signed their names and affixed their seals to these presents (other than the parties hereto of the second part) of the one part, and A. of, &c., and B. of, &c., of the other part: WHAS the estate which is deline-

Recitals.

(*e*) Notice of this deed must be endorsed on the mortgage, so as to prevent any person becoming a purchaser for value of the unsold property without notice of this covenant. If the mortgagees will consent, the covenant may run in the form following:—"And they, the sd A., B., and C., do hereby, for themselves, their heirs, exors, admors, and assigns, to the intent that this present covenant may bind the —— and hereditaments retained by them as aforesd, but so as not to incur any personal liability thereunder, covenant, and he, the sd D., doth hereby, &c."

PREC. LIII.

ated on the plan hereupon endorsed, and which is situated at —— in the parish of —— and county of ——, was by an indre, &c., conveyed and assured unto and to the use of the sd A. and B., their heirs and assigns: AND WHAS the sd A. and B. have caused or authorised divers parts of the sd estate to be appropriated or laid out as building sites, and other parts thereof to be dedicated to the use of the public as roads or streets which are now called respectively —— and ——: AND WHAS the parts of the sd estate so appropriated or laid out as aforesd as sites for building purposes (and which are herein designated "The Lots") are distinguished on the sd plan hereupon endorsed by the numbers from 1 to ——, both inclusive, and some of the lots are also distinguished on the sd plan by being coloured pink, and the sd roads called —— and —— respectively, as aforesd, are distinguished on the plan by being coloured yellow, and by their respective names: AND WHAS the sd A. and B. have conveyed, or are about to convey or cause to be conveyed, the fee simple and inheritance of and in one or more of the lots, unto or to uses for the benefit of each of the sd persons, parties hereto of the first part, in pursuance of a contract made by each of such persons for the absolute purchase of the same lot or lots: AND WHAS the particular lot or lots so purchased by, and conveyed, or about to be conveyed, as aforesd to each of the sd persons, parties hereto of the first part, or to uses for his or her benefit, will appear by reference to the number or numbers entered opposite to the signature and seal of the same person hereunto attached and affixed, all the numbers so entered corresponding with and being intended to have the same signification or meaning as those by which the lots are distinguished as aforesd in the plan: AND WHAS upon the making of the several contracts for purchase hereinbefore referred to, it was agreed that each of the sd parties hereto of the first part, and his or her heirs, appointees, and assigns, should abide by and comply with such of the rules, regulations, and stipulations, embodied or set forth in the schedule hereunder written,

Conveyance to vendors.

Appropriation for building sites and public roads.

Reference to plan.

Conveyances to purchasers.

How each purchaser's lot is distinguished in schedule.

The sales made subject to stipulations.

PREC. LIII.

as are or is applicable to the lot or lots contracted to be purchased by him or her as aforesd, and that for effectuating such agreement these presents should be made and executed: NOW THIS INDRE WITNESSETH that in consideration of the premises each of the sd persons parties hereto of the first part for himself, or herself, and his or her heirs, appointees, and assigns, doth hereby grant and covenant to and with every two and more and each one of the others of the same persons and their, his, and her respective heirs, appointees, and assigns, and also separately to and with the sd A. and B., their heirs and assigns, THAT he or she, the sd covenantor and his or her heirs, appointees, and assigns, and all persons deriving title through, under, or in trust for him, her, or them, respectively, as lessees, mortgagees, or otherwise howsoever, shall and will from time to time, and at all times for ever hereafter well truly and faithfully observe, perform, and abide by all such and so many of the rules, regulations, and stipulations embodied or set forth in the schedule hereunder written as relate or are applicable to the lot or lots purchased by and conveyed, or about to be conveyed, as aforesd, to or to uses for the benefit of the same covenantor, and are, or ought to be observed, performed, and abided by on the part of the owner of the same lot or lots, according to the true intent and meaning of these presents, and of the schedule hereunder written: AND IT IS HEREBY mutually agreed and declared between and by the several persons parties hereto that, in the construction and for the purposes of these presents and of the sd schedule hereunder written, the following terms or expressions shall have or bear the several meanings next mentioned, that is to say, "the vendors" shall mean and include the sd A. and B., and their assigns and the survivor of them, his heirs and assigns; "the surveyor" shall mean and include the surveyor for the time being of or employed by "the vendors;" "license" shall mean a license in writing by and under the hands of "the vendors" or their duly authorised agent; "the plan" shall mean the sd plan hereupon

Witnesseth.

Covenants by purchasers with each other and the vendor to perform stipulations in schedule.

Definition of terms in schedule.

endorsed; "the lots" shall mean the portion of the sd estate appropriated or laid out as aforesd for building purposes; and "a lot," or "the lot" shall mean one of the "lots;" and "the roads or streets" shall mean the roads or streets hereinbefore referred to; and "a road" or "street," or "the road or street" shall mean one of the "roads or streets;" and "owner," with reference to any lot or lots, shall mean and include the one of the persons parties hereto of the first part who has purchased and to whom or to uses for whose benefit the same lot or lots has or have or is or are about to be conveyed as aforesd, and the appointees and heirs of the same person, and his, her, or their assigns for ever: In witness whereof the several persons parties hereto of the first part, have attached and affixed their respective signatures and seals to these presents, on the days mentioned before and against their signatures respectively, and the sd A. and B. have hereunto attached and affixed their respective signatures and seals the day and year first above written. PREC. LIII.

THE SCHEDULE referred to by the foregoing indre. Regulations, and Stipulations. Schedule.

1. No manufacture of a dangerous, noisome, or offensive kind shall be carried on upon any of the lots without license and (without license) no building shall be erected for, or used as a shop or warehouse of any kind on any of the lots except on those which are coloured pink on the plan.

II. One house only, and that semi-detached, and in all respects to be according to plans and elevations prepared and approved of by the surveyor, shall be erected on any of the lots numbered respectively on the plan from —— to —— both inclusive, from —— to ——, both inclusive, and also on lot ——, but stabling or other outbuildings according to plans approved of by the surveyor may be erected on any of the lots last mentioned in the rear of the house thereon, and where the same owner possesses two or more adjoining lots, this, and the following rules, or any of them may, by

PREC. LIII.

licence, be repealed or altered so far as the vendors judge expedient for the purpose of facilitating the erection on such lots or any of them of houses and outbuildings of a superior or better description than might otherwise be erected thereon.

III. DRAINS, water-pipes, and other works may at any time be laid down, made and maintained by, or by licence of the vendors, through or under the lots, or any of them.

IV. THE EXTERNAL FACE of the front wall of every building on each side of the lots shall be erected agreeably to the building-lines shown or marked on the plan; and no building or erection of any kind, excepting verandahs, porches, bay-windows, or similar structures, approved of by the surveyor, shall be erected on the portion of any of the lots which lies between the building lines, as marked on the plan, and any of the roads or streets.

V. NO TEMPORARY BUILDINGS of any kind shall at any time be erected on any of the lots other than sheds and workshops; and such sheds and workshops shall be used only for works incidental to the erection of permanent buildings on some or one of the lots.

VI. EACH OWNER of a lot shall forthwith make, and ever after maintain a good and sufficient division or party-fence or wall on one side of the same lot within the boundary-line, as marked —— on the sd plan, and also a fence in front of, and to separate the same lot from the foot-path of the one of the roads or streets which is adjacent thereto, and all such last-mentioned frontage-fences shall consist of dwarf-walls, with footings of stone or iron kerb and iron palisading, with piers, gate-piers, and gates, or of close park-fencing and swing-gates, agreeably to a uniform design, to be sanctioned by the vendors: Provided that if the same person or persons be or become the owner of two or more adjoining lots, it shall not be necessary to make or maintain any division or party-fence or wall for the purpose only of separating such lots the one from the other or others of them.

VII. THE EXPENSE of all division or party-fences or walls shall be paid by the respective owners in such proportions, at such times, and in such manner as shall be assessed and fixed in writing by the vendors.

VIII. THE ONE of the lots which is numbered —— on the plan, is set apart for an inn, hotel, or public-house, and is to be used for no other purpose, except that it may at any time, with the vendors' licence, be converted into and used as a private house.

IX. THE inn, hotel, or public-house, referred to by the last rule, and all stabling and outbuildings (if any) thereto, shall be built according to plans and elevations prepared and approved of by the surveyor; and the elevations of every house or building intended to be erected on any of the lots, shall previously to the erection thereof, be submitted to and approved of by the surveyor.

X. THE cost of the sd inn, hotel, or public-house shall not be less than £——, exclusive of its stabling and outbuildings (if any), and the cost of the house erected on any one of the lots, numbered respectively on the plan from —— to ——, both inclusive, from —— to ——, both inclusive, and from —— to ——, both inclusive, shall not be less than £——, exclusive of its stabling and outbuildings (if any), and the cost of the house erected on any one of the lots numbered respectively on the plan, from —— to ——, both inclusive, from —— to ——, both inclusive, and also on lot ——, shall not be less than £——, exclusive of its stabling and outbuildings (if any).

XI. FOR THE PURPOSES of these rules and regulations, the cost of any house or other building shall be taken to be the net first cost thereof in labour and materials alone, they being respectively estimated at current prices.

LASTLY. THE AUTHORITY of the surveyor to act in that capacity shall be (always conclusively) proved by a declaration in writing under his hand, to the effect that he is or was at any given time the surveyor duly employed by and acting for "the vendors," according to the defini-

PREC. LIII.

tion of that expression contained in the above-written indre (*f*).

IN WITNESS, &c.

LIV.

PREC. LIV.

CONVEYANCE *in* FEE, *without recitals, in consideration of a* RENT CHARGE.

Parties, A., *vendor*, 1; B., *purchaser*, 2: WITNESSETH that in consideration of the yearly rent-charge hereinafter limited to the sd A., and of the covenant by the sd B. hereinafter contained, the sd A. doth hereby grant UNTO the sd B., and his heirs, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264: TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd B., and his heirs, to the USE that the sd A., his heirs and assigns, may henceforth receive out of the sd premises hereinbefore expressed to be hereby granted, a clear yearly rent-charge of £——, payable by equal half-yearly payments on the —— day of ——, and the —— day of —— in each year, the first of such payments to be made on the —— day of —— next: AND TO THIS FURTHER USE, that if any part of the sd rent-charge shall at any time be unpaid for twenty-one days after either of the days hereinbefore appointed for the payment thereof, then and so often it shall be lawful for the sd A., his heirs and assigns, to enter into and distrain upon the sd premises, or any part thereof, and to dispose according to law of the distress or distresses then and there found, to the intent that thereby or otherwise the sd rent-charge, and every part thereof so unpaid, and all costs and expenses occasioned by the non-payment thereof, may be paid and satisfied: AND TO THIS FURTHER

Limitation of rent charge.

Power of distress.

Power of entry.

(*f*) Notice of this deed should be endorsed on the conveyance to A. and B., and also on the conveyance of each lot.

USE, that if any part of the sd rent-charge shall at any time be unpaid for the space of forty days after either of the days hereinbefore appointed for the payment thereof, then and so often, although there shall not have been any legal demand made thereof, it shall be lawful for the sd A., his heirs and assigns, to enter into and upon, and to hold the same premises hereinbefore expressed to be hereby granted, or any part thereof, and to take the rents and profits thereof, until he or they shall thereby or otherwise be paid the sd rent-charge, and the arrears thereof due at the time of entry or afterwards to become due during such possession, together with all costs occasioned by the non-payment thereof, such possession, when taken, to be without impeachment of waste: AND SUBJECT and charged as aforesd, TO THE USE of the sd B., his heirs and assigns for ever. *Covenants by A.*, p. 268, *for right to convey*, "to the uses hereinbefore expressed," *for quiet enjoyment*, "except in respect of the sd yearly rent-charge of £——, and the powers and remedies for recovering the same, *free from incumbrances*, "except as aforesd," *and for further assurance*, except by persons claiming in respect of the sd rent-charge: AND THE sd B. doth hereby for himself, his heirs, exors, and admors, covenant with the sd A., his heirs and assigns, that the sd B., his heirs, exors, admors, and assigns, will henceforth pay the sd yearly rent-charge at the times and in the manner hereinbefore appointed for the payment thereof, free from all deductions.

Covenant to pay rent charge.

IN WITNESS, &c. (*g*).

(*g*) The following is a form of deed granting a rent-charge for the purpose of creating a vote (2 & 3 W. 4, c. 88, *Dodds* v. *Thompson*, 1 L. R. C. B. 133; *Heelis* v. *Blain*, 18 C. B. N. S. 90), or of giving a qualification for a justice of the peace (18 Geo. 2, c. 20). Brevity being desirable, the deed contains no recitals, powers of distress or entry, or covenants for payment of the rent-charge, or for title :—

"WITNESSETH, that in consideration of 5/- to the sd A., paid by the sd B. [of the natural love and affection that the sd A. bears towards the sd B.], the sd A. doth hereby grant unto the sd B. and his heirs [*or* assigns] a yearly rent-charge

LV.

PREC. LV.

CONVEYANCE *under the* LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 Vict. c. 18), *of* FREEHOLDS *and* LEASEHOLDS *by a* TENANT FOR LIFE *to a* RAILWAY COMPANY *with the* CONCURRENCE *of a* TRUSTEE *in whom the legal estate of the leaseholds is vested.* VARIATION *where the* PURCHASE-MONEY *being under* £200 is PAID TO TRUSTEES *nominated under the* 71*st section.*

Parties, A., *tenant for life*, (hereinafter called the vendor,) 1; B., *trustee*, 2; [D. and E., *trustees nominated under the* 71*st section* 3]; The —— Railway Company incorporated by the —— Railway Act, 18 ——, hereinafter

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of £——, to be charged upon, and issuing out of, *parcels*, to have and enjoy the same UNTO the sd B., his heirs and assigns [unto the sd B. and his assigns during the joint lives of himself and the sd A., *or in the case of a qualification for a justice, where it appears doubtful whether an estate pur autre vie is sufficient; but an estate for a long term of years determinable upon lives is sufficient, say,* 'Unto the sd B., and his assigns, for and during the term of ninety-nine years, if both the sd A. and the sd B. shall so long live, to commence from the day next before the day of the date of these presents.'" If thought necessary, a proviso may be inserted, determining the rent-charge for life on bankruptcy, &c.:—"Provided always that if the sd B. shall be outlawed, or become a bankrupt, or shall, without the consent in writing of the sd A., assign, charge or incumber the sd yearly rent-charge, or any part thereof, or attempt so to do, or if any event shall happen whereby the same, or some part thereof would, if belonging absolutely to him, become vested in or payable to some other person or persons, then the sd rent-charge and every part thereof shall wholly cease and determine."]

called the company, 3, [4]. *Recite lease*, p. 235, *comprising*, "with other hereditaments," "the hereditaments hereinafter expressed to be hereby assigned," *stating parcels shortly: devolution of leaseholds to K.*, p. 236, *will of K.*, p. 237, *devising*, "the hereditaments hereinafter expressed to be hereby granted with other hereditaments [by the description of ——]" *to the use of A. for life, and bequeathing the leaseholds to B. and C. upon trusts corresponding with uses of freeholds, and appointing B. and C. exors, death of K. without having revoked his will seised of the*, "hereditaments hereinafter expressed to be hereby granted for an estate in fee simple in possession," *proof of his will*, p. 243, *and death of C.:* AND WHAS the hereditaments hereinafter expressed to be hereby granted and assigned, are required by the company for the purposes of their railway and undertaking authorised by the —— Act, 18 ——, and the subsequent special acts of parliament relating to the company, or some of them, and the company are under those acts and the general acts incorporated therewith, or some of them, authorised to take and use the sd hereditaments for the purposes aforesd: AND WHAS by virtue of the powers conferred on them respectively by the sd acts, or some of them, the company have agreed to purchase, and the vendor has agreed to sell, the hereditaments hereinafter expressed to be hereby granted for an estate in fee simple in possession, and the hereditaments hereinafter expressed to be hereby assigned for the residue of the sd term of —— years granted by the sd indre of lease subject to the annual rent of £——, being an apportioned part of the sd rent of £——, reserved by the sd lease, and subject to the performance and observance of the covenants by the lessee, and conditions in the sd lease contained so far as they relate to the hereditaments hereinafter expressed to be hereby assigned, at the price of £——, being the sum determined by two able practical surveyors nominated one by the vendor and one by the company according to the provisions of the Lands Clauses Consolidation Act, 1845, which sum it was agreed should include

PREC. LV.

Recitals

that the hereditaments are required for the railway.

Agreement for sale.

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[the (*h*) value of all mines and minerals under the hereditaments hereinafter expressed to be hereby granted, and also] compensation for severance of the sd hereditaments hereinafter expressed to be hereby granted and assigned respectively from other property of the vendor, or otherwise injuriously affecting such other property in exercise of the powers given by the sd acts or any of them, [and for damage of every description, whether for removal, loss of trade, goodwill, inconvenience, or otherwise, and should also be in full satisfaction for all accommodation and other works and things which might otherwise be required to be made or done under the sd acts or any of them for the benefit or accommodation of the adjoining property of the vendor, save and except the accommodation works and things specified in the schedule hereto]: AND WHAS the sd B. has agreed to join in these presents in manner hereinafter appearing: AND WHAS upon the treaty for the sd purchase, it was agreed that these presents should contain the covenants hereinafter contained: AND WHAS the company on the —— day of —— duly paid the sd sum of £—— into court, to an account entitled, &c. (*i*): NOW THIS INDRE WITNESSETH

Agreement by trustee of leaseholds to concur.

Payment by company of purchase money into Court.

Witnesseth.

(*h*) The company are not entitled to any mines of coal, ironstone, slate, or other minerals, unless the same are expressly purchased by them, 8 & 9 Vic. c. 20, s. 77.

(*i*) Where the purchase money is under £200 and over £20, and the payment is to be made to trustees nominated under 8 & 9 Vic. c. 18, s. 71, say, "AND WHAS the vendor is desirous of nominating the sd D. and E. to be the trustees to whom the sd purchase money shall be paid, and it has been agreed that such nomination shall be effected by these presents: NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement the vendor doth hereby, with the approbation (hereby testified) of the company, nominate the sd D. and E. to be the trustees to whom the sd purchase money of £—— shall be paid: AND THIS INDRE ALSO WITNESSETH that for effectuating the sd sale, and in consideration of the sum of £—— upon the execution of these presents paid by the company to the sd D. and E., the receipt whereof is hereby acknowledged, the vendor doth hereby, &c."

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that in pursuance of the sd agreement, and in consideration of the sum of £——, so paid by the company as aforesd, (the payment whereof in manner aforesd, the vendor doth hereby acknowledge) the vendor doth hereby, by virtue of the powers or authorities vested in him by the sd acts, or some of them, and of every or any other power or authority in this behalf him enabling, grant and convey unto the company and their assigns ALL THOSE pieces or parcels of land, messuages or tenements and hereditaments situate in the parish of —— and county of ——, containing in the whole by admeasurement ——, and bounded on the north by ——, &c., which sd premises were late in the occupation of ——, and are now in the occupation of the company, and are delineated in the plan, &c., p. 253, No. XVI., *general words*, p. 264, *inserting or omitting*, "mines and minerals," *as the case requires*, *special estate clause*, p. 265, No. VI., *habendum*, UNTO and to the use of the company and their assigns: AND THIS INDRE, &c., that the vendor by virtue, &c., *as before*, doth hereby assign unto the company and their assigns, *leasehold parcels in the same form as the freehold parcels*, *habendum*, to the company and their assigns for the residue now unexpired of the sd term of —— years granted by the sd lease, subject to the payment of the yearly rent of £——, being an apportioned part of the rent of £—— reserved by the sd lease, and subject to the covenants by the lessee and conditions contained in the sd lease, and henceforth to be performed and observed so far as they relate to the premises hereinbefore expressed to be hereby assigned, and so far as such covenants and conditions may affect the sd premises in the hands of the company and their assigns, *covenant by B. against incumbrances*, "with the company and their assigns," p. 284, *covenant by A.*, "with the company and their assigns," *for title*, p. 280 (*with proviso restricting liability of tenant for life under covenant*, p. 329), and to pay apportioned *part of rent and perform covenants, &c., of lease in respect of property retained by him*, p. 286, *with the variations in the notes, and for production of deeds,*

Grant of freeholds.

Assignment of leaseholds.

PREC. LV. p. 288. *Covenant by company to pay apportioned part of rent, and perform covenants, &c., of lease, so far as they relate to the premises assigned,* "and may affect the sd premises in the hands of the company and their assigns," *and for indemnity of the vendor and the rest of the property comprised in the lease,* p. 286, *with the variations in the notes* (*k*).

IN WITNESS, &c.

[*Schedule of Accommodation Works, if any, and Schedule of Deeds.*]

LVI.

PREC. LVI. CONVEYANCE *of Copyholds under the* LANDS CLAUSES CONSOLIDATION ACT *by the* GUARDIAN *of an* INFANT *to a* SCHOOL BOARD (*l*).

Parties, A., *the guardian,* 1; the School Board for ——, a Corporation incorporated by virtue of the Elementary Education Act, 1870, and hereinafter called the Board, 2. *Recite title of K., the infant, appointment of A. as his guardian, agreement for purchase and sale as in last precedent,* p. 387, *saying,* "for a customary estate in fee in possession," *and omitting reference to mines and minerals, payment of purchase-money into court,* p. 388: NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, and in consideration of the premises he the sd A. doth hereby, by virtue of the power or authority vested in him by the sd act or the acts incorporated therewith, convey unto the Board and their assigns, *parcels,* p. 251, *general words,* p. 264, *special estate clause,* p. 265, No. VII., *habendum,* UNTO the

Witnesseth.

(*k*) As it may be assumed that the company will purchase the reversion of the leaseholds, it is unnecessary to insert cross powers of distress, as in Precedent XLVI.

(*l*) See The Lands Clauses Consolidation Act, 1845, 8 & 9 Vic. c. 18, s. 95, and the Elementary Education Act, 1870, 33 & 34 Vic. c. 75, s. 20. The conveyance must be entered on the Rolls of the Manor.

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Board and their assigns for ever, nevertheless until the premises shall have been enfranchised subject to the same fines, rents, heriots, suits, and services as have heretofore been payable and of right accustomed in respect thereof. *Covenant by A. against incumbrances,* "with the Board and their assigns," p. 284, No. xi.

In witness, &c.

LVII.

PREC. LVII.

CONVEYANCE *of* Freeholds *under the* Lands Clauses Acts, *by a* Tenant *for* Life, *subject to a* Reservation *of* Mines *and* Minerals,(*m*) *and in* Consideration *of a* Rent-charge(*n*), *to a* Company *incorporated under the* Railways Construction Facilities Act, 1864 (*o*), *where the* Contract *for Sale was made with the* Promoters, *a* Limited Company, *before the* Certificate *was obtained.* Covenants *by the* Company *to execute and maintain* Accommodation Works.

Parties, A., *tenant for life* (hereinafter called the vendor), 1; the —— Railway Company, incorporated by a certificate dated the —— day of —— of the Board of Trade, under the provisions of the Railways Construction Facilities Act, 1864, and hereinafter called the company, 2: Whas the —— Railway Company Limited (hereinafter called the original company) was a company duly registered under the Companies Act, 1862: And whas the objects for which the original company was established were the making, maintaining, and working a railway, being the railway now known as the —— Railway, the selling, leasing, or otherwise disposing of the

Recitals. Registration of original company.

Objects of original company.

(*m*) See the Railways Clauses Consolidation Act, 8 & 9 Vic. c. 20, ss. 77 to 85. As to sales made by trustees under a power with a reservation of mines and minerals, see 25 & 26 Vic. c. 108.

(*n*) See the Lands Clauses Consolidation Act, 1845, 8 & 9 Vic. c. 18, s. 10, and 23 & 24 Vic. c. 106, s. 2.

(*o*) See the Act, 27 & 28 Vic. c. 121.

PREC. LVII.

sd railway and its branches and appurtenances, the obtaining a special Act of Parliament, or a certificate of the Board of Trade, authorising the original company to carry into effect all or any of the purposes aforesd, and the doing of all such other things as might be incidental or conducive to the attainment of the above objects. *Recitals of A.'s title, showing that he is tenant for life:* AND WHAS by the powers vested in the original company and the vendor respectively by the Railways Construction Facilities Act, 1864, and the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, the original company agreed to purchase and the vendor agreed to sell the inheritance in fee simple, free from incumbrances of and in the pieces of land and hereditaments hereinafter expressed to be hereby granted, subject to such reservation of mines and minerals as is hereinafter contained, in consideration of a yearly rent-charge of £——, payable half-yearly, as hereinafter is mentioned, the amount of which rent-charge was determined by two able practical surveyors, pursuant to the provisions of the Lands Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Acts Amendment Act, 1860, and which rent-charge is intended to include compensation for all damage by severance or otherwise to lands of which the vendor is tenant for life as aforesd, and to be in full satisfaction for all accommodation works and other works and things, except such as are set forth in the second schedule hereto, which the vendor or any person on whose behalf he had any statutory powers to contract might otherwise require the company to make or do: AND WHAS by the effect of the certificate of the Board of Trade, dated the —— day of ——, which became binding on the —— day of ——, the company was incorporated with power to take, hold, and dispose of lands and other property for the purposes and subject to the restrictions of such certificate, and the company were thereby authorised amongst other things to purchase and take over and procure a conveyance and assignment of the railway and undertaking and business of the

Contract for purchase by original company.

Certificate of incorporation of the company.

original company, together with all or any of the lands, tenements and hereditaments of, and the benefit of all agreements entered into by the original company, and the company were thereby authorised to make the —— Railway: AND WHAS by an indre bearing date the —— day of ——, and expressed to be made between the original company of the first part, K. and L. the liquidators of the original company, which was then in course of being voluntarily wound up, of the second part, and the company of the third part, the original company or the sd liquidators on their behalf for the considerations therein mentioned granted and assigned unto the company and their assigns, amongst other things, all the undertaking and business of the original company, together with all the lands, tenements, and hereditaments of, and the benefit of all agreements entered into by the original company, to hold the same premises unto the company and their assigns absolutely: AND WHAS no conveyance of the hereditaments hereinafter expressed to be hereby granted was ever made by the vendor to the original company, and the company have called upon him to complete the sd sale, which he has agreed to do, *Recital introductory to covenant for production of deeds*, p. 248: AND WHAS the company have agreed to enter into the covenants hereinafter contained on their part: NOW THIS INDRE WITNESSETH that in pursuance of the recited agreements and in consideration of the rent-charge hereinafter limited, and the covenants by the company hereinafter contained, and in exercise of the powers conferred on him by the Acts hereinbefore referred to or any of them, and of every or any other power in this behalf him enabling, the vendor doth hereby grant unto the company and their assigns, *parcels*, p. 253, No. XVI., *general words*, p. 264, but except nevertheless and reserved out of this grant or assurance unto the vendor and his assigns, or other the person or persons who but for the assurance hereby made, would hereafter for the time being be entitled to the receipt of the rents and profits of the sd pieces of land and hereditaments

Assignment of undertaking of original company.

No conveyance made to original company.

Witnesseth.

Reservation of mines and minerals,

PREC. LVII.

intended to be hereby assured, all mines and minerals lying under the same pieces of land and hereditaments, with full powers for working such mines, and carrying away such minerals on making reasonable compensation to the company and their assigns for any damage which may be occasioned thereby to the sd railway or other works for the time being of the company, *special estate clause*, p. 265, No. VII., "except as aforesd," TO HAVE and to hold the sd premises, except and subject as aforesd, UNTO and to the USE of the company and their assigns for ever, they the company or their assigns yielding and paying henceforth unto the vendor or his assigns or other the person or persons, *&c., as above*, one clear yearly rent-charge of £——, payable half-yearly on the —— day of ——, and the —— day of ——, free from all taxes and deductions except property-tax, the first half-yearly payment thereof to be made on the —— day of —— next, and the sd rent-charge to be a first charge on the tolls and rates authorised by or payable under the Railways Construction Facilities Act, 1864, or the Acts cited therein or any of them, *Covenants by vendor for title*, p. 268, *with proviso restricting his liability*, p. 329, *and for production of muniments in first schedule*, p. 288:

and rent-charge.

Covenant by company to execute accommodation works,

AND THE COMPANY do hereby for themselves and their assigns covenant with the vendor and his assigns, to the intent that this covenant may enure for the benefit of all persons hereafter having or claiming title to the adjoining lands and hereditaments of the vendor, or to the sd rent-charge (as the case may be), that they the company or their assigns will within —— calendar months from the date of these presents, execute, do, and make [according to plans and specifications which have been already prepared and signed on behalf of the company by K. their engineer, and which have been approved of and signed by the vendor, *or*, in a good and workmanlike manner, and with proper materials] and for ever hereafter maintain in good repair and condition for the benefit of the vendor and his assigns, or other the person or persons having or claiming title as aforesd,

the accommodation and other works specified in the sd second schedule hereto, and will also at all times hereafter duly pay the sd rent-charge hereinbefore limited to the sd A. or his assigns, or the person or persons aforesd, at the times and in manner, at and in which the same is hereinbefore made payable, without any deduction except as aforesd. PREC. LVII. and to pay rent-charge.

In witness, &c.

[*Schedule of Muniments.*]

[*Schedule of Accommodation Works.*]

LVIII.

DEED POLL *under the* Lands Clauses Consolidation Act, 1845 (*o*), *vesting* Rights *of* Soil *and* Commonable Rights *in common lands of a* Manor *in a* Railway Company. *The* Amount *of* Compensation *being fixed by* Arbitration. PREC. LVIII.

TO ALL TO WHOM THESE PRESENTS SHALL COME the —— Railway Company, hereinafter called the company, sends greeting: Whas by the —— Railway Act, 18 ——, which incorporates the Lands Clauses Consolidation Act, 1845, the —— Railway Company are authorised to purchase and take compulsorily for the purpose of the railway and undertaking authorised by the sd first mentioned act, the lands hereinafter described: And whas the company, by notice under the hand of ——, their secretary, gave notice that they required to purchase and take for the sd railway, *parcels with reference to deposited plan*, p. 253, No. xvi., and forming part of the manor of ——, and that the company were willing to treat and agree for the purchase of the rights to the soil thereof, which should belong to the

Recitals. Power to take lands. Statutory notice by the company.

(*o*) See the Act 8 & 9 Vic. c. 18, ss. 99 to 107.

PREC. LVIII.

lord of the sd manor, and of the rights (if any) to the soil thereof, which should belong to the commoners of the sd common, and of the commonable and other rights in or over such lands: AND WHAS the company by such notice convened a meeting of the parties entitled to commonable or other rights over or in the sd lands at ——, in ——, being a convenient place in the neighbourhood of the sd lands, on the —— day of ——, at —— o'clock, for the purpose of their appointing a committee to treat with the sd company for the compensation to be paid for the rights in the sd lands: AND WHAS the sd notice was inserted once in two consecutive weeks, that is to say, on the —— day of ——, and the —— day of —— in the ——, being a newspaper circulating in the county, and in the neighbourhood in which such lands are situate, and the last of such insertions was not more that fourteen days nor less than seven days prior to such meeting: AND WHAS such notice was also not less than seven days previous to the holding thereof affixed upon the door at the church of —— aforesd, and a like notice was given to ——, lord of the sd manor: AND WHAS a meeting was duly held in pursuance of such notice at the day and time, and at the place therein mentioned, and at such meeting A. of ——, B. of ——, C. of ——, D. of ——, and E. of ——, being five persons entitled to such commonable and other rights, were duly appointed a committee to treat with the sd company for the compensation to be paid for the extinction of such commonable and other rights, and all matters relating thereto, for and on behalf of themselves and all other parties interested therein: AND WHAS such committee failed to agree with the sd railway company as to the amount of compensation to be paid as aforesd, and they and the company agreed to refer the amount of such compensation to arbitration: AND WHAS such committee and the company by an instrument in writing dated the —— day of ——, appointed K. to be the single arbitrator, to settle the compensation to be paid for the extinction of such commonable and other rights: AND WHAS the sd K. made

Convening a meeting of commoners.

Advertisements.

Publication of notices.

Meeting held pursuant to notice and appointment of committee.

Agreement to refer to arbitration.

Reference.

Award.

his award in writing on the —— day of ——, and thereby did award, order, and determine that the amount or sum of money to be paid by the sd company to the sd commoners as and by way of compensation in respect of their right to the soil and commonable and other rights over or in the sd lands required to be taken by the sd company, should be the sum of £——: AND WHAS the sd company have duly paid the sd sum of £—— to the sd ——, ——, and ——, being, *not less than three*, of such committee as aforesd: NOW THESE PRESENTS WITNESS that the sd company do, by this deed poll duly stamped and in pursuance of the power or powers for this purpose given to them by the sd Acts, or either of them, declare that this deed poll is intended to take effect so as to vest in the sd company and their assigns all the sd land freed and discharged from all commonable or other rights over or in the same in respect whereof the before-mentioned compensation or sum of £—— has been paid as aforesd, and so as to entitle the sd railway company to the immediate possession of the sd lands freed and absolutely discharged from all commonable and other rights over or in the same or any part or parts thereof respectively.

PREC. LVIII

Payment of compensation.

Witness.

IN WITNESS, &c.

LIX.

CONVEYANCE *by the* COMMITTEE *of a* LUNATIC *of Lands* PURCHASED *by the* MANAGERS *of a* PUBLIC ELEMENTARY SCHOOL *under the* ELEMENTARY EDUCATION ACT, 1870 (*p*).

PREC. LIX.

Parties, A., "the committee of the estate of B., a person of unsound mind," 1; C., D., E., &c., *the managers of the*

(*p*) See the Lunacy Regulation Act 1853, 16 & 17 Vic. c. 70, s. 116; *Tink* v. *Rundle*, 10 Beav. 318; 8 & 9 Vic. c. 18, s. 7; and the Elementary Education Act, 1870, 33 & 34 Vic. c. 75, s. 21.

PREC. LIX.

Recitals.

Inquisition in lunacy.

Appointment of committee.

The managers.

Conditional contract.

Order confirming contract.

school, or proposed school, "hereinafter called the managers," 2. *Recite title of B.*, p. 251 : AND WHAS by an inquisition taken before K., Esq., one of the masters in lunacy, on the —— day of ——, under a commission of lunacy, duly issued for that purpose, the sd B. was found to be a person of unsound mind : AND WHAS, by an order of —— and ——, the Judges of the High Court of Justice, *or*, "Court of Appeal," intrusted by the Sign Manual of Her Majesty with the care and commitment of the custody of idiots, lunatics, and persons of unsound mind, and their estates (*q*), made on the —— day of ——, "in the matter of B., a person of unsound mind," it was ordered that the sd A. should be the committee of the person and estate of the sd B. : AND WHAS the managers are the managers of a public elementary school, known as the —— School, at ——, in the parish of ——, and county of —— [*or, if the school is not founded, say :* AND WHAS the managers are desirous of establishing a public elementary school, to be known as the —— School, at, &c. ; and they have obtained the approval of the education department to the establishment of such school] : AND WHAS by virtue of the powers vested in them respectively by the Elementary Education Act, 1870, the sd A. has agreed to sell conditionally upon the proper consent in that behalf being obtained, and the managers have agreed to purchase as a site for a [an additional] school-house for such school, the piece of land [with the messuages and buildings thereon] hereinafter expressed to be hereby conveyed at the price of £——, being a sum determined, &c., which it was agreed should be taken in full compensation, &c., *see Precedent* LV., p. 388 : AND WHAS, by an order made on the —— day of ——, by ——, in the matter of the sd lunacy, on the petition of the sd A., it was ordered that the sd A. should be at liberty to carry the sd conditional contract into effect, and that it should be referred to the masters in lunacy to settle and approve of a proper conveyance of the sd piece of land and

(*q*) See the Supreme Court of Judicature Act, 1875, 38 & 39 Vic. c. 77, s. 7.

premises to the managers accordingly, and that the sd A., as a committee of the estate of the sd B., should execute and join with all necessary parties in executing such conveyance when approved by the sd masters: AND WHAS ——, one of the masters in lunacy, has settled and approved of these presents as a proper conveyance of the sd piece of land and premises, pursuant to the sd order of the —— day of ——; and in testimony of such his approval has signed his name in the margins of the first and second skins respectively, and his name and allowance on the third and last skin hereof. *Recital that the purchase-money has been paid into Court, as in Precedent* LV., p. 388: NOW THIS INDRE WITNESSETH that for effectuating the sd sale, and for the consideration aforesd, and under and pursuant to the sd order of the —— day of ——, and the powers and provisions of the Elementary Education Act, 1870, and the Acts incorporated therewith, the sd A., doth hereby grant and convey unto the managers, their heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *special estate clause*, p. 265, No. VII.: TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO and to the USE of the managers, their heirs and assigns, upon trust for the purposes of a public elementary school, within the meaning of the Elementary Education Act, 1870, and for no other purpose whatever (*r*). *Covenant by A. against incumbrances*, p. 285, No. XIII., *substituting* "grant" *for* "appoint," *and* "statutory power" *for* "power of sale."

IN WITNESS, &c.

PREC. LIX.

Approval of draft conveyance by master in lunacy.

Witnesseth.

(*r*) The Act requires (s. 21) "that the conveyance shall express that the land shall be held upon trust for the purposes of a public elementary school within the meaning of this Act, or some one of such purposes which may be specified, and for no other purpose whatever."

LX.

PREC. LX.

CONVEYANCE *of* FREEHOLDS *belonging to a* LUNATIC *by his* COMMITTEE, *subject to* RESERVATIONS *of* MINERALS *and* SURFACE RIGHTS *and* EASEMENTS, *and* RESTRICTIVE COVENANTS, *contained in the* CONVEYANCE *to the* LUNATIC (*s*).

Parties, A., *lunatic*, "a person of unsound mind," 1; B., "the committee of the estate of the sd A.," 2; C. *purchaser*, 3.

Recitals. *Recite conveyance to A., containing reservations to the vendors X. and Y., their heirs and assigns, of minerals, with rights of working them by surface or underground works, and rights of way, and water, and other easements, and containing also restrictive covenants, entered into by A. with the vendors as to building on, and user of the land, the reservations and covenants being set out shortly, the proceedings in lunacy, the conditional contract for sale,* "subject to the reservations and restrictions contained in the sd indre of, &c.," *and the order confirming the same, containing a clause authorising the committee to receive the purchase-money, and the approval of the conveyance by the master, as in Precedent* LIX.: NOW THIS INDENTURE WITNESSETH that in pursuance of the sd contract for sale, and in consideration of the sd sum of £ —— upon the execution of these presents paid by the sd C. to the sd B., as such committee as aforesd, *receipt*, the sd A., acting by the sd B. as such committee, and in obedience to the sd order, doth hereby grant, and the sd B. doth hereby grant and confirm UNTO the sd C., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, SUBJECT to such exceptions and reservations of the ——, and other mines, stone, and minerals, in and under the sd lands and premises, and rights of working and getting the same and otherwise in relation thereto, and to such rights of way, and water, and

Witnesseth.

(*s*) See the Lunacy Regulation Act, 1853, 16 & 17 Vic. c. 70, s. 116.

PREC. LX.

Grant.

other easements and rights as were by the hereinbefore recited indre of, &c., excepted or reserved to or in favour of the sd X. and Y., their heirs and assigns, or otherwise: AND SUBJECT ALSO to the covenants by the sd A., and provisions in the same indre contained, restrictive of the right of building on, or user of the sd lands and premises or otherwise, BUT WITH THE BENEFIT of the provisions in the sd indre contained for compensating the sd A., his heirs and assigns, in respect of land taken or occupied for the purpose of or damage done in working or getting the sd mines, stone, and minerals, *Special estate clause*, p. 265, No. VII., *habendum to C. in fee*, p. 266, "subject as aforesd," *covenant by B. against incumbrances*, p. 284: AND the sd C. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd A., his heirs, exors and admors, and also as a separate covenant with the sd B., as such committee as aforesd, his exors and admors, that he, the sd C., his heirs and assigns, will at all times hereafter duly observe and perform all the covenants by the sd A., and restrictive provisions in the sd indre of, &c., contained, in relation to the sd premises hereinbefore expressed to be hereby granted, and will keep the sd A., his heirs, exors, and admors, and also the sd B., his exors and admors, indemnified against all actions, proceedings, costs, damages and expenses, under or in respect of the sd covenants and restrictive provisions, or any of them (*t*).

Subject to exceptions, &c., in former conveyance.

Covenant by Purchaser.

IN WITNESS, &c.

(*t*) Any covenants entered into by the lunatic, such as for production, will be in the form following:—"The said, *committee*, as such committee as aforesd, and in the name and on the behalf of the sd, *lunatic*, his heirs, exors, admors, and assigns, and so as to bind the estate and effects of the sd, *lunatic*, only, and not the estate and effects of the sd, *committee*, his heirs, exors, or admors, doth hereby covenant, &c."

LXI.

PREC. LXI.

CONVEYANCE *on Sale of* FREEHOLD *Property by the* TRUSTEES *of a* CHARITY *with the sanction of the* CHARITY COMMISSIONERS (*a*).

Recitals.

Parties, A., B., C., and D., the surviving trustees of the charity, called, &c., 1; E., *purchaser*, 2: WHAS the hereditaments hereinafter expressed to be hereby granted form part of the estates of the sd Charity, which was founded in the year ——:

Title of trustees.

AND WHAS by virtue of divers assurances and other means, and ultimately by an indre, dated, &c., and made between, &c. (by which indre the last appointment of new trustees of the sd charity was effectuated), the estates of the sd charity became vested in the sd parties of the —— part to the sd last mentioned indre in trust for the sd charity: AND WHAS all such trustees have since died with the exception of the sd parties hereto of the first part, who are now the trustees and persons acting in the administration of the sd charity, and the sd hereditaments hereinafter expressed to hereby granted, are legally vested in them in trust for the sd charity:

Order of Charity Commissioners allowing sale.

AND WHAS under an order or warrant under the common seal of the Board of Charity Commissioners for England and Wales, dated, &c., the sd board, upon the application of the sd trustees of the sd charity, authorized them within six calendar months from the date of the sd order, to sell the sd hereditaments hereinafter expressed to be hereby granted with the appurtenances, for not less than £—— sterling, subject to the condition that all

(*a*) See the Charitable Trusts Act, 1853 (16 & 17 Vic. c. 137), ss. 24 & 26, authorising sales of charity estates with the sanction of the Board, and see also the Amendment Act of 1855 (18 & 19 Vic. c. 124), ss. 29, 35, and 36. By the Act of 1855, s. 37, the official trustee of charity lands may be authorised by the Board to convey lands including those vested in him by the Act of 1853, s. 48, and the Act of 1855, s. 15. See also s. 12 of the Act of 1869 (32 & 33 Vic. c. 110, substituted for s. 16 of the Act of 1860, 23 & 24 Vic. c. 136), enabling a majority of the trustees to convey on behalf of all the trustees and the official trustee.

the costs, charges, and expenses attending or incidental to the sd sale, including the deduction and verification of any title which the purchaser might require to be shown, should be paid and defrayed by such purchaser, and also to do and execute all proper acts and assurances for carrying the sd sale into effect, and to give a conclusive discharge to the purchaser for the sd purchase-money: *Contract between*, "the sd parties hereto of the first part," *and E., for sale*, p. 246: PREC. LXI.

AND WHAS the sd E. has paid all the costs, charges, and expenses incidental to the sd sale, which by the sd order of the sd board were required to be paid by the purchaser of the sd premises, as the sd parties hereto of the first part do hereby acknowledge: [*Recital introductory to covenant for production*, p. 248]: NOW THIS INDRE WITNESSETH that in pursuance of the sd recited order and agreement, and in consideration of the sum of £—— to the sd A., B., C., and D., upon the execution of these presents paid by the sd E., *receipt*, they the sd A., B., C., and D., do and each and every of them doth hereby grant and confirm unto the sd E., his heirs and assigns, *parcels*, p. 251, *general words*, p. 264, *estate clause*, p. 264, *habendum to E. in fee*, p. 266, *covenant by trustees against incumbrances*, p. 285, [*and for production of muniments*, p. 291]. Payment of costs. Witnesseth.

IN WITNESS, &c.

[*Schedule of Muniments.*]

LXII.

CONVEYANCE *under a* JOINT POWER *of* APPOINTMENT *of* SURFACE LANDS, *and of* MINERALS *under other Lands which were* RESERVED *to the* VENDORS *on Previous* SALES *of the* SURFACE. COVENANT *to* INDEMNIFY *Purchaser against* SUCCESSION DUTY. PREC. LXII.

Parties, A. and B., *vendors*, 1; C., *purchaser*, 2: WHAS Recitals.

PREC. LXII.

Title to surface.

under or by virtue of an indre, dated, &c., and expressed, &c., or by other assurances, instruments, or means subsequent thereto, divers messuages, lands, and hereditaments, situate in the parishes of, &c., in the county of ——, and commonly known as the —— estate (of which the messuages and land described in the first part of the first schedule hereto form part), stand limited and settled as the sd A. and B. shall by deed jointly appoint, and in default of such appointment to the use of the sd A. for his life without impeachment of waste, with remainder to the use of the sd

Title to minerals.

B., his heirs and assigns: AND WHAS divers lands forming part of the sd —— estate, situate in the respective parishes of, &c., in the sd county of ——, have from time to time been disposed of by the sd A. and B., by way of sale, exchange, or otherwise, with an exception or reservation of the coal and ironstone and other mines or minerals in or under the same, with rights of working and getting such reserved mines or minerals by means of underground or surface workings, or by underground workings only, and such reserved mines, minerals, and rights remain subject to the uses, limitations, and powers, to which the sd ——

Reference to schedule

estate is subject as hereinbefore recited: AND WHAS the lands and hereditaments, so sold or disposed of with a reservation or exception of minerals, are described in the second part of the sd first schedule hereto, in which the names of the respective persons to whom the same respectively were conveyed or disposed of, and the dates and particulars of the respective conveyances or assurances thereof containing such reservations or exceptions of minerals

and plan.

are specified: AND WHAS the lands described in the sd first schedule hereto are delineated in the map or plan hereunto annexed, in which the lands comprised in the first part of such schedule are coloured ——, and the lands comprised

Contract for sale.

in the second part thereof are coloured ——: AND WHAS the sd A. and B. have agreed with the sd C. for the absolute sale to him of the fee simple and inheritance of the lands described in the first part of the sd first schedule hereto, and

of the mines of coal and ironstone and other mines and minerals so reserved as aforesd in or under the lands described in the second part of such schedule for the sum of £——: AND WHAS it has been agreed that the whole of the sd purchase-money shall be paid to the sd A. and B. jointly, and upon their joint receipt: *Recital introductory to covenant for production of muniments*, p. 248: AND WHAS the sd B. has agreed to enter into such covenant for payment of the succession duty, which will become payable on the death of the sd A. in respect of the premises intended to be hereby assured, as is hereinafter contained: NOW THIS INDRE WITNESSETH that in pursuance, &c., and in consideration of the sum of £—— now paid by the sd C. to the sd A. and B., the (receipt, &c.,) they the sd A. and B. in exercise and pursuance of any and every power or authority vested in or enabling them or either of them in this behalf under or by virtue of the sd indre of, &c., or any other conveyance, assurance, or instrument subsequent thereto, or any exception or reservation contained in any such conveyance or assurance or by any other means whatsoever, do and each of them doth hereby appoint, and as and according to their several estates and interests, and by way of further assurance do and each of them doth hereby grant and confirm unto the sd C., his heirs and assigns, FIRST, ALL THOSE closes or parcels of land, messuages, tenements, and hereditaments situate, &c., particularly described in the first part of the first schedule hereto, and coloured —— in the plan hereto annexed, including all mines and minerals in, upon, or under the same lands and premises, TOGETHER WITH, *general words*, p. 264, AND SECONDLY, ALL THE coal, and ironstone, and other mines and minerals whatsoever, whether opened and in working or not, which under or by virtue of the exceptions or reservations contained in the respective conveyances or assurances mentioned in the second part of the first schedule hereto or otherwise the sd A. and B. or either of them are or is entitled to or have or has power to appoint or dispose of, lying or being

Purchase-money to be paid to vendors jointly.

Succession duty.

Witnesseth.

Appointment.

Surface parcels.

Minerals.

PREC. LXII.

in or under the lands and hereditaments situate, &c., which are particularly described in such second part of the sd first schedule, and are coloured —— in the sd map or plan, TOGETHER WITH all such liberties, powers, and authorities of entering upon the sd lands described in the second part of the sd first schedule, and coloured —— in the sd map or plan, and searching for, working, getting, dressing, and carrying away the sd coal, ironstone, and other mines and minerals, and making pits or shafts, and excavating and driving underground levels, passages, adits, and headways, laying down tramways and other ways and roads underground, and erecting buildings, engines, pumps, machinery, and works, and stacking or laying up the minerals or refuse raised out of the sd premises, and making roads or tramways over the surface of the sd lands or any other lands for working, getting, and carrying away the sd minerals or otherwise in relation thereto, as under or by virtue of the sd respective conveyances or assurances mentioned in the second part of the sd first schedule hereto or otherwise, the sd A. and B. or either of them are or is entitled to or have or has power to dispose of, BUT SUBJECT to such liability as the sd A. and B. or either of them are or is subject to of making compensation to the surface owners or occupiers of the sd lands and premises described in the second part of the sd first schedule, for any damage or injury done or caused by the exercise or use of any of the liberties and authorities aforesd, TOGETHER WITH all way-leaves, water-courses, rights, easements, and appurtenances, held, used, occupied, or enjoyed in connection with any of the mines and minerals intended to be hereby assured, or for working, obtaining, getting, or carrying away such mines and minerals or the produce thereof or otherwise in relation thereto, AND ALL the estate, right, title, and interest of the sd A. and B. or either of them, or which they or either of them have or has power to appoint or dispose of in or to the sd respective premises, first and secondly hereinbefore mentioned, *habendum to C. in fee*, subject to the leases or agreements for leases mentioned

Powers of working.

Subject to liability of making compensation.

General words.

Estate clause.

in the sd first schedule, p. 266. *Covenants by A. and B. for title, and for production, as in Precedent* XXXVI. *mutatis mutandis,* AND THE SD B. doth hereby for himself, his heirs, exors, and admors, covenant with the sd C., his heirs and assigns, that he the sd B., his heirs, exors, or admors will when and so soon as any succession duty shall become payable in respect of the sd lands, minerals, and premises hereinbefore expressed to be hereby assured, upon or after the death of the sd A., under the limitations subsisting in the sd premises before the execution of these presents, pay and discharge all monies payable for or in respect of such duty, and will at all times indemnify the sd premises, and the sd C., his heirs and assigns, against all proceedings, costs, claims, and demands, on account of the non-payment thereof (*b*).

PREC. LXII.

Covenant by purchaser to indemnify against succession duty.

IN WITNESS, &c.

Schedule of parcels in two parts, the composition of which is indicated by the recitals.

Schedule of Muniments.

LXIII.

PREC. LXIII.

CONVEYANCE *and* ASSIGNMENT *by the* LIQUIDATORS *of a Limited* COMPANY *under a* VOLUNTARY *winding up of the* PROPERTY *and* BUSINESS *of the* COMPANY *to a* NEW COMPANY, SUBJECT *to the* LIABILITIES *of the* OLD COMPANY, *in consideration of* SHARES *in the* NEW COMPANY *to be* DISTRIBUTED *among the* SHAREHOLDERS *in the old* COMPANY (*c*).

Parties, The —— Company, Limited, hereinafter called

(*b*) See in Precedent XXXIII. a covenant by a purchaser to pay succession duty.

(*c*) This precedent is adapted to a case in which a limited company is wound up for the purpose of being reconstructed. As to voluntary winding

PREC. LXIII.

"the original company," 1; A. of, &c., and B. of, &c., being the liquidators duly appointed for the voluntary winding up of the original company, and hereinafter called the 'liquidators,' 2; the —— Company, Limited, hereinafter called 'the new company', 3: WHAS the original company is a company limited by shares, and duly registered under the Companies Act, 1862, with a Memorandum and Articles of Association for the purpose of, &c., *state objects of company*: AND WHAS the original company have carried on business since the year ——, and have acquired by purchase, lease, or otherwise, and are entitled to divers messuages, lands, tenements, and hereditaments of freehold and leasehold tenure, and plant, stock in trade, and furniture, book and other debts, and personal estate, and have incurred divers debts and liabilities: AND WHAS at an extraordinary general meeting of the original company, duly called and held on the —— day of ——, at —— [in pursuance of clause —— of the Articles of Association of the original company], the following resolutions were passed unanimously:—First. That the company be [in accordance with clause —— of the Articles of Association of the company], wound up voluntarily. Secondly. That the liquidators of the company be A. of, &c., and B. of, &c. Thirdly. That the business and property of the company be sold to a new company to be formed for the purpose of taking over the assets and liabilities thereof, and that the liquidators be authorised to receive, as the consideration for such transfer, and for the purpose of distribution amongst the members of the company, shares in the new company, and the undertaking of the last-mentioned company to pay the debts and discharge all the engagements of this company, including the costs of and incidental to the winding

Recitals. Constitution of old company.

Resolutions for voluntary winding up.

up, see the Companies Act, 1862, 25 & 26 Vic., c. 89, ss. 129 to 146; and as to sales in consideration of shares in a new company, see s. 161. It is conceived that to satisfy the requirements of the Companies Act, 1867, 30 & 31 Vic., c. 131, s. 25, this deed, or a short separate instrument with respect to the issue of the paid up shares in the new company, must be filed with the Registrar of Joint Stock Companies. See form at p. 19.

PREC. LXIII.

up and dissolution thereof: AND WHAS at another extraordinary meeting of the original company, duly called and held on the —— day of ——, at ——, the said resolutions were unanimously confirmed: AND WHAS the liquidators have in accordance with the sd last-mentioned resolution agreed to sell and transfer to the new company the whole of the business, property, and effects of the original company in consideration of receiving —— shares of £—— each, fully paid up, in the new company, for the purpose of distribution amongst the members of the original company, and the covenant of the new company hereinafter contained: NOW THIS INDRE WITNESSETH as follows: FIRST, The liquidators in consideration of the receipt by them of —— shares of £—— each, fully paid up, in the new company, the delivery of the certificates of which shares to them the liquidators do, and each of them doth, hereby acknowledge, and in pursuance of the aforesd agreement in this behalf do, and each of them doth hereby, as well in their own respective names as in the name and on behalf of the old company, grant and assign unto the new company and their assigns, ALL AND SINGULAR, the lands, tenements, and hereditaments, with the appurtenances thereof, machinery, plant, and stock in trade, and all book debts, and other things in action, and all securities for the sd debts and things in action, and the benefit of all contracts and agreements entered into by or with the original company, and all the undertaking and business of the original company, and all (if any) other property, rights, or assets whatsoever, at the date of these presents vested in or belonging to the original company, AND ALL the estate, right, title, and interest of the liquidators, and the original company respectively in and to the premises: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby granted and assigned UNTO AND TO THE USE of the new company and their assigns absolutely, but subject to the debts and liabilities of the original company: SECONDLY, The liquidators and the original company hereby appoint the new company and

Resolutions confirmed.

Agreement for sale by liquidators.

Witnesseth.

Conveyance of undertaking of old company.

Parcels.

Estate clause.

Habendum to new company.

Appointment of new com-

PREC. LXIII.

pany as attorneys of old company and liquidators.

their assigns nominees or nominee, the attorney or attorneys of the liquidators and the original company respectively, in the name of the liquidators or the original company respectively, but for the benefit of the new company, to demand, call in, and receive the sd debts, things in action, and other like premises, and to commence and prosecute all actions and proceedings for obtaining the benefit thereof respectively, and for enforcing the performance of the sd contracts and agreements, and generally, in relation to the premises, to execute and do all such instruments and things as they or he shall think expedient as fully and effectually as the liquidators or the original company might have done if these presents had not been made and executed: THIRDLY, *covenant by liquidators against incumbrances*, p. 285, No. XII: FOURTHLY, For the considerations aforesd, the liquidators, on behalf of themselves and the original company, hereby covenant, but not so as to be responsible in damages, except in respect of their own acts and defaults, to ratify, confirm, and allow all that the new company or their assigns, or their or any of their attorneys or attorney, nominees or nominee, shall lawfully do or cause to be done in or about the premises, AND ALSO at all times at the cost of the new company or their assigns, to execute and do every such assurance and thing for the further or more perfectly assuring all or any of the sd premises unto the new company and their assigns, and enabling them or any of them to obtain possession of and quietly enjoy the same as they or any of them shall reasonably require: FIFTHLY, In consideration of the premises the new company do hereby for themselves and their assigns, covenant with the liquidators, their exors, admors, and assigns, and also with the original company, that the new company or their assigns will, in due course, pay and discharge all debts and liabilities, and perform all contracts and agreements at the date of these presents due from or incurred or to be performed and observed by the original company, or which may hereafter become payable, or require to be discharged, observed,

Confirmation of acts to be done by attorney.

For further assurance.

Covenant by new company to pay debts of and indemnify old company.

PREC. LXIII.

or performed in consequence of anything at or before the date hereof, done, omitted, or suffered by the original company, or by the liquidators or either of them, including all the costs and expenses of and incidental to the winding up and dissolution of the original company, and will at all times keep the original company and the liquidators thereof, and their respective heirs, exors, and admors, harmless and indemnified against all proceedings, costs, damages, claims, and liabilities by reason of the non-payment or non-discharge of any such debt or liability, or of any part thereof, or of the non-observance or non-performance of any such contract or agreement as aforesd, or by reason of any proceeding, claim, or demand which may be brought or prosecuted by virtue of any power or authority by these presents given to the new company or to any other person or persons.

In witness, &c.

LXIV.

GRANT *of* Right *of Way.*

PREC. LXIV.

Recitals.

Parties, A., *grantor*, 1; B. and C., *grantees*, 2. *Recite the closing of a lane passing through lands of A., by order of justices at Quarter Sessions under the Highway Act*, 5 *&* 6 *Will. IV. c.* 50, *ss.* 84 *to* 92, *on the application of A., the lane being bounded as to part by a farm and lands vested in B. and C. as devisees in trust under the will of X.:* And whas previously to the application for the sd order it was agreed by and between the parties hereto that the sd A., in consideration of the sd B. and C. consenting to and not opposing such application, should execute and enter into such grant and covenants to and with them as trustees of the will of the sd X., for securing a substituted right of way over the lands of the sd A., and otherwise, as is hereinafter contained:

Agreement.

NOW THIS INDRE WITNESSETH that in pursuance of such agreement, and for the consideration aforesd, the sd

Witnesseth.

PREC. LXIV.

Grant.

A. doth hereby grant unto the sd B. and C., their heirs and assigns, FULL and free right and liberty at all times hereafter, *continue as at p.* 257, No. XXXI. *to* XXXIII., along, over, and upon a new road or lane made through the lands of the sd A., situate, &c., between the points marked, &c., in the plan drawn in the margin hereof, and the bridge over the watercourse as shown in the sd plan, and being —— feet in

Covenant by grantor.

length, and —— feet in width, AND the sd A. doth hereby for himself, his heirs, exors, admors, and assigns (and so as to bind the sd lands, and the person or persons from time to time entitled to or interested in the same, but not to incur any personal liability except for his own acts), covenant with the sd B. and C., their heirs and assigns, that he the sd A., his heirs and assigns, or the person or persons entitled or interested as aforesd, will at his or their own cost at all times hereafter, keep and maintain the sd new lane or road over which a right of way is hereinbefore granted or intended so to be, including the sd bridge over the watercourse, in a

Proviso.

proper state of repair and condition: PROVIDED ALWAYS that it shall be lawful for the sd A., his heirs and assigns, to place and keep gates at the points marked, &c., on the sd plan, he and they maintaining such gates in good repair and condition: AND FURTHER, *covenants by A. for title*, p. 275, *namely for right*, "to grant all the easements and rights hereinbefore expressed to be hereby granted," "and that the same easements and rights shall be quietly exercised and enjoyed without any interruption, &c.," *free from incumbrances, and for further assurance of the easements and rights.*

IN WITNESS, &c.

LXV.

PREC. LXV.

CONVEYANCE *of Perpetual* RENT-CHARGE, *without Recitals.*

Witnesseth.

Parties, A., *vendor*, 1; B., *purchaser*, 2. WITNESSETH

that in consideration of £—— upon the execution hereof to the sd A. paid by the sd B., *receipt*, the sd A. doth hereby grant unto the sd B., his heirs and assigns, ALL THAT perpetual yearly rent-charge of £——, granted and for ever issuing and payable out of ALL THAT piece of ground, &c., situate, &c., and containing, &c., and bounded, &c., and the messuage, &c., thereon erected, which sd piece of ground, messuage, and premises, were by an indre, dated, &c., and made between, &c., conveyed unto the sd X., his heirs and assigns, reserving or granting the sd perpetual yearly rent-charge of £—— thereout unto the sd Y., his heirs and assigns, and which rent-charge was made payable quarterly, free from all deductions except the property-tax, on the four usual quarter days, with clauses and powers of distress and entry upon and perception of the rents and profits of the sd premises charged with the sd rent-charge on non-payment thereof, and other covenants and provisions for securing the same, and which sd rent-charge has by virtue of divers mesne assurances and acts in the law, and ultimately by an indre dated, &c., and made, &c., become and is now vested in the the sd A. as absolute owner thereof in fee simple, TOGETHER WITH all and every the powers, remedies, and means, limited, given, or provided for securing and enforcing payment of the sd yearly rent-charge, *estate clause*, p. 264, TO HAVE AND TO HOLD the sd premises hereinbefore, &c., UNTO AND TO THE USE of the sd B., his heirs and assigns. *Covenants for title*, p. 268, *in the covenant for quiet enjoyment say*, "and be quietly received."

PREC. LXV.

Grant. Parcels.

Habendum to use of grantee.

IN WITNESS, &c.

LXVI.

CONVEYANCE *of an* ADVOWSON. VARIATIONS *for conveyance of a* NEXT PRESENTATION *only, and where the Vendor thereof is a* TENANT *for* LIFE.

PREC. LXVI.

Parties, A., *vendor*, 1; B., *purchaser*, 2. WHAS the sd

PREC. LXVI. Recitals. Title of vendors. Agreement for sale. Witnesseth. Grant. Covenants for Title.

A. is seised of the advowson and perpetual right of presentation of and to the rectory and parish church of ——, in the county of ——, for an estate in fee simple in possession [for the term of his life under the limitations of an indre o settlement dated, &c., and expressed, &c.]: AND WHAS the sd A. has agreed with the sd B. for the sale to him of the sd advowson, or perpetual right of presentation [the first or next turn or right of presentation, *if A. be tenant for life add*, "if the same shall become vacant during the life of the sd A."] at the price of £——: NOW THIS INDRE WITNESSETH, *consideration, receipt*, the sd A. doth hereby grant unto the sd B., his heirs, [*or if next presentation*, exors, admors,] and assigns ALL THAT the advowson and perpetual right of presentation of and to the sd rectory and parish church of ——, and of and to the rights and appurtenances thereto belonging [ALL THAT the turn or right of presentation of and to the sd rectory and parish church of ——, which, *if A. be tenant for life say*, "during the life of the sd A.," shall first or next happen after the date of these presents], *habendum, for advowson*, "UNTO AND TO THE USE of the sd B., his heirs and assigns," *for next presentation*, "UNTO the sd B., his exors, admors, and assigns," *Covenants by A. for right to convey*, p. 268, "the sd premises hereinbefore expressed to be hereby granted:" AND THAT THE sd B., his heirs, [*or*, exors, admors,] and assigns, may present to the sd rectory and parish church of ——, at all times hereafter whenever the same shall become vacant, [when and if the same shall first or next become vacant, *if A. be tenant for life add*, "during the life of the sd A.,"] except in the case of the incumbent being appointed to a bishopric, and that every [the] person so presented may quietly and peaceably enter into and upon and hold and enjoy the sd rectory and parish church and the parsonage house, glebe lands, tithe rent-charge, rights and appurtenances thereto belonging, without any interruption by the sd A., or any person claiming through or in trust for him, *free from incumbrances, and for further assurance*, p. 270,

"to the use of the sd B., his heirs and assigns [unto the sd B., his exors, admors, and assigns], and for enabling him and them to present to the sd rectory and parish church whenever the same shall become vacant [when and if the same shall next become vacant [during the life of the sd A.]], except as aforesd." PREC. LXVI.

IN WITNESS, &c. (*d*).

LXVII.

ASSIGNMENT *of the* GOODWILL *and* PLANT *of a* BUSINESS *by* PARTNERS, *and of* LEASEHOLDS *vested in* ONE PARTNER *in* TRUST *for the* FIRM. COVENANTS *by* VENDORS NOT *to* CARRY ON BUSINESS, *and by the* PURCHASER *to pay a* SHARE *of the* GROSS RECEIPTS *during a limited time to the* VENDORS. PREC. LXVII.

Parties, A. and B., *vendors*, 1; C., *purchaser*, 2. *Recite lease to A.* p. 235. AND WHAS the sd A. and B. have for some time past carried on the business of —— in the sd messuage as copartners, and the sd messuage is partnership Recitals. Business.

(*d*) It is sometimes agreed that the vendor should pay interest to the purchaser till a vacancy. *See Sweet* v. *Meredith*, 3 Giff. 610. This payment may be secured by a bond of the vendor, or by the vendor's covenant, "that he, the sd A., his heirs, exors, or admors, will, from the date of these presents, and in the meantime, until the sd rectory and parish church shall next become vacant [*add, if thought necessary*, or if the present incumbent of the sd rectory and parish church shall be appointed to a bishopric and the Crown shall thereupon present to the sd rectory and parish church, then until the sd rectory and parish church shall become vacant for the second time after the date of these presents,] pay, &c." Sometimes the purchase money is invested in the names of trustees upon trusts for investment and payment of the income to the purchaser until the occurrence of a vacancy and subject thereto in trust for the vendor.

PREC. LXVII.

property, although no formal assignment or declaration of trust thereof has been executed by the sd A: AND WHAS

Title to plant, &c.

the sd A. and B. are also entitled to certain machinery, materials for manufacture, manufactured goods, chattels, fixtures, and utensils, used in their said business [which are specified in the first schedule hereto] and are also entitled to certain book debts [the particulars whereof are specified in the second schedule hereto, *or*, "in the books of account of the sd business"] and have also entered into and are entitled to the benefit of certain contracts [which are mentioned in the third schedule hereto] for supply of ——, manufactured by them:

Shares in business.

AND WHAS the sd A. and B. are entitled to the sd business and partnership property in the shares following, namely, the sd A. to three equal fourth parts thereof, and the sd B. to the remaining fourth part thereof: AND WHAS the sd A. and

Contract.

B. have agreed to sell to the sd C. the goodwill of the sd business, together with the sd messuage, machinery, materials for manufacture, manufactured goods, chattels, fixtures, utensils, and book debts, and the benefit of the sd contracts, for the sum of £——, and such share of the gross earnings and receipts in respect of the sd business as is hereinafter covenanted to be paid by the sd C.: AND WHAS upon the treaty for the sd sale it was agreed that the assignment to be executed for the purpose of carrying out the sd sale should contain the covenants and provisions hereinafter contained:

Witnesseth.

NOW THIS INDRE WITNESSETH, that in pursuance, &c., *consideration*, *receipt*, and of the covenant by the sd

Assignment of leasehold.

C. hereinafter contained, the sd A. doth hereby assign, and the sd B. doth hereby assign and confirm unto the sd C., his exors, admors, and assigns, *complete the assignment of the leaseholds and habendum as in Precedent* No. VIII: AND

Assignment of good will, &c.,

THIS INDRE ALSO WITNESSETH, &c., they, the sd A. and B., do, and each of them doth, hereby assign unto the sd C., his exors, admors, and assigns, ALL THAT the goodwill or interest of them, the sd A. and B., and each of them, of, in, and concerning the sd business of ——, and also all the sd machinery, materials for manufacture, manu-

factured goods, chattels, fixtures, utensils, and book debts, and also the interest of them, and each of them, under the sd contracts (*a*), *estate clause*, p. 264; *power of attorney*, p. 265: To HAVE AND TO HOLD the sd premises lastly hereinbefore expressed to be hereby assigned UNTO the sd C., his exors, admors, and assigns, absolutely. *Covenant by C. with* A. and B., their exors, admors, and assigns, and separately with each of them, his exors, admors, and assigns, that he, the sd C., will carry on (*b*) the business of —— in the sd messuage hereinbefore expressed to be hereby assigned for and during the term of —— years from the date of these presents, if he the sd C., and either of them, the sd A. and B. shall so long live, and further will pay to the sd A. and B., or the survivor of them, for and in respect of each of the successive years ending on the —— day of ——, of the sd term of —— years, if the sd C., and also the sd A. and B., or one of them, shall be living at the end of each respective year, one equal —— part of the gross earnings and receipts in respect of the sd business, without any deduction whatsoever except the rent payable under the sd indre of lease, such one equal —— part to be paid on or

Covenant by C. to pay share of gross receipts.

(*a*) If it makes a difference in the *ad valorem* stamp the purchase money may be apportioned, and the moveable chattels transferred by delivery of possession, see PRECEDENT XLVII. The mere recital of the sale and payment of the purchase money of the goods would operate as a transfer on sale so as to be liable to duty under the head "Conveyance" in the Stamp Act, 1870, 33 & 34 Vic., c. 97, were it not for the exception under the head "Agreement" of "any memorandum, &c., relating to the sale of goods." See *Horsfall* v. *Hey*, 2 Ex. 778. "Goodwill" is "property" within the meaning of the Stamp Acts, and the assignment thereof is chargeable with duty under the head "Conveyance" (see *Potter* v. *Commissioners of Inland Revenue*, 10 Ex. 147, 17 & 18 Vic., c. 83, s. 19); as, however, the important part of the deed in this respect consists of the vendor's covenants, the duty on the value of the goodwill may be saved by omitting it from the assignment, and apportioning the purchase money, care, however, being taken in this case that the deed, though containing no formal assignment of the goodwill, does not recite the sale and payment of the value thereof, which might operate as an assignment and render the deed chargeable; "goodwill" not being "goods" within the above-mentioned exemption (*South* v. *Finch*, 3 Bing. N.C. 506).

(*b*) See *McIntyre* v. *Belcher*, 14 C. B. N. S. 654.

PREC. LXVII.

before the —— day of —— next after the end of the year in respect of which it shall become due as aforesd: PROVIDED ALWAYS, and it is hereby agreed and declared that in case the sd gross earnings and receipts in respect of the sd business, without any deductions save as aforesd, in any year of the sd last mentioned term, shall be less than the sum of £——, then the sd C. shall not be required to make any payment in respect of such year: AND EACH of them, the said A. and B., separately and apart from the other of them, doth hereby for himself respectively, and his respective heirs, exors, and admors, concerning only the part or share of him respectively in the sd premises hereinbefore expressed to be hereby assigned, covenant with the sd C., his exors, admors, and assigns, &c., *covenants by A. and B.*, p. 276, *see also* p. 273, *that lease is good, that rent and covenants are paid and performed*: AND FURTHER, that all the book debts hereinbefore expressed to be hereby assigned are now due and owing to the sd A. and B.: AND FURTHER, that the sd contracts, the benefit whereof is hereinbefore expressed to be hereby assigned, are subsisting contracts; *for right to assign* "all the sd premises hereinbefore expressed to be hereby assigned," *for quiet enjoyment, free from incumbrances*, p. 277. AND FURTHER, that they, the sd A. and B., and each of them, and the exors, or admors of each of them, will ratify and confirm everything that the said C., his exors, admors or assigns, shall lawfully do or cause to be done in or about the premises; *for further assurance*, p. 283: AND FURTHER, that they, the sd A. and B., will not, nor will either of them, or the exors or admors of either of them, revoke any of the powers or authorities hereinbefore given to the sd C., his exors, admors, or assigns, or receive or release any of the debts hereinbefore expressed to be hereby assigned, or receive any money or goods which may become receivable under any of the contracts, the benefit whereof is hereinbefore expressed to be hereby assigned, or release any of such contracts: AND FURTHER, that (*c*) they, the sd A. and B., will not, nor

Proviso in case of gross receipts falling off.

Covenants by A. and B.

For title.

Book debts due.

Contracts good.

To ratify.

Not to revoke powers.

Not to carry on trade.

(*c*) Compare bond for this purpose, p. 181.

will either of them, at any time or times hereafter, either alone or jointly with any other person or persons whomsoever, as partner or partners, or otherwise, directly or indirectly, carry on, manage, or be concerned or engaged in the business of ——, within —— miles from —— aforesd: [AND FURTHER, that the said B. will, at all reasonable times during the space of —— months from the date of these presents at the request and at the expense of the sd C. accompany him and introduce him to the customers of the sd A. and B. in their sd business, living within —— miles from —— aforesd, for the purpose of giving him, the sd C., the full benefit and advantage of the connection of them, the sd A. and B., among their sd customers]: AND THIS INDRE ALSO WITNESSETH that in further pursuance of the sd agreement, and in consideration of the premises, *covenant by C. with A. and B. and with each of them,* that the sd C. his heirs, exors, or admors, will at all times keep the sd A. and B. and each of them, and their respective heirs, exors, and admors, indemnified against the sd contracts the benefit whereof is hereinbefore expressed to be hereby assigned, and against all proceedings, costs, damages, claims, demands, and liability by reason of the non-performance by the said C., his heirs, exors, or admors, of such of the stipulations contained in the sd several contracts as ought to be performed by the sd A. and B. or either of them, their or either of their heirs, exors or admors.

To introduce purchaser to customers.

C. to indemnify A. and B. against breaches of contract.

IN WITNESS, &c. (*d*)

THE SCHEDULES.

(*d*) For the protection of the purchaser, notice of this assignment should be given to the parties to the contracts, and to the debtors whose debts are assigned.

LXVIII.

PREC. LXVIII.

ASSIGNMENT *of* BOND *debt.*

Recitals. State of debt.

Parties, A., *vendor*, 1; B., *purchaser*, 2. *Recite bond to secure payment of £—— and interest to A.*, p. 238, AND WHAS the sd principal sum of £—— together with interest thereon as from the —— day of —— now last past remains

Agreement.

due to the sd A. on the security of the sd bond: AND WHAS the sd A. has agreed with the sd B. to sell to him the sd bond and the sd principal sum of £——, and the interest now due and all interest henceforth to become due on the same for the price of £——: NOW THIS

Witnesseth Assignment of Bond.

INDRE WITNESSETH, *consideration, receipt*, the sd A. doth hereby assign unto the sd B., his exors, admors, and assigns ALL THAT the hereinbefore recited bond and the sd principal sum of £—— and all interest now due and henceforth to become due on the same, and the full benefit and advantage

Habendum.

thereof, *estate clause*, p. 264 (*e*), TO HAVE, HOLD, receive and take the sd premises hereinbefore expressed to be hereby assigned UNTO the sd B., his exors, admors, and assigns absolutely. *Covenants for title*, p. 283.

IN WITNESS, &c.

LXIX.

PREC. LXIX.

ASSIGNMENT *of a* POLICY *of* LIFE ASSURANCE.

Parties, A., *vendor*, 1; B., *purchaser*, 2: WITNESSETH that in consideration of the sum of £——, now paid by the sd B. to the sd A. for the purchase of the policy and monies hereinafter expressed to be hereby assigned, *receipt*, the sd A.

Assignment.

doth hereby assign unto the sd B., his exors, admors, and

(*e*) As to the omission of the power of attorney, see p. 265, note. Notice of the assignment must be given to the debtor.

assigns, *parcels*, p. 258, *estate clause*, p. 264, TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby assigned UNTO the sd B., his exors, admors, and assigns absolutely, *Covenants by A. for title*, p. 283 [AND THAT he, the said A., will not do, or knowingly omit or suffer anything, except as regards payment of the future premiums which are to be paid by the sd B., whereby the said policy may become void or voidable, or the sd B., his exors, admors, or assigns may be prevented from receiving the monies thereby assured or any bonus or addition thereto, or any part thereof respectively: AND FURTHER that if he, the sd A., shall do, or knowingly omit or suffer anything whereby any additional premium or payment shall become payable in respect of the said policy, then he, the sd A., shall from time to time thereafter pay to the sd B., his exors, admors, and assigns such sum or sums of money as shall become payable as an additional premium or payment for the purpose of keeping the sd policy on foot one week, at least, before the first day on which such additional premium or payment shall become payable to the sd —— office in respect of the sd policy: AND FURTHER that he the sd A. will from time to time give to the sd B., his exors, admors, and assigns, at least —— days' notice of his intention to do, omit, or suffer any such thing as last aforesd, and further that the exors or admors of the sd A. shall within —— days after his death send information thereof to the sd B., his exors, admors, or assigns by letter, sent through the post, addressed to him or them at his or their usual or last known place of abode in England.](*f*)

PREC. LXIX.

Covenants.

Not to avoid policy.

To pay extra premiums.

To give certain notices.

IN WITNESS, &c.

(*f*) The insertion of the covenants contained in the brackets depends on the arrangement between the parties. In practice, the two first of such covenants, or some modification thereof, are generally inserted. A written notice of the date and purport of the assignment must be given to the Assurance Company, at their principal place of business for the time being, pursuant to the "Policies of Assurance Act, 1867," 30 & 31 Vic., c. 144.

LXX.

PREC. LXX.

ASSIGNMENT *of* LEGACY CHARGED *on* REAL ESTATE *on the* PURCHASE *thereof by the* TENANT *for* LIFE, *so as to* KEEP *the* CHARGE ALIVE *for his benefit*, ONE *of the* LEGATEES *being a* MARRIED WOMAN.

Recitals.

Parties, A. and B., his wife, formerly C., spinster, and D., *legatees*, 1; E., *tenant for life*, 2. *Recitals of will charging real estate with legacy of* £—— *and interest to be raised by sale or mortgage, and, subject thereto, devising estate to E. for life with remainders over; and death of testator and probate*, p. 243; *and showing that the legacy had become raisable, and was vested in B. and D. in equal shares: Payment of legacy duty:*

Interest paid.

AND WHAS all interest which has accrued due upon the sd legacy of £—— up to the date of these presents has been paid and satisfied: AND WHAS the sd parties hereto of the first part are desirous of having the sd legacy raised for their benefit according to the

Contract.

provisions of the sd will, and the sd E. has agreed with them for the purchase of the sd legacy, and of the interest henceforth to become due thereon, for the sum of £——, to the intent that the said legacy may become part of his personal estate, and exist as a distinct charge on the sd hereditaments charged therewith: NOW THIS INDRE WITNESSETH

Witnesseth.

that in pursuance of the said agreement and in consideration of the sum of £——, now paid by the said E. to the sd A. and B., his wife, and of the like sum of £—— paid by the sd E. to the sd D., *receipt*, they, the sd A. and B. his wife, and D., do hereby, according to their respective

Assignment.

shares and interests, assign and transfer unto the sd E., his exors, admors, and assigns, ALL THAT the sd legacy or sum of £—— by the sd will of the sd—— charged on the sd estate and hereditaments situate at, &c., as aforesaid, and all interest henceforth to become due for the same, and the full benefit of the sd trust for the raising and payment thereof, and of all powers and remedies for the

Parcels.

recovery thereof, *estate clause*, p. 264: To HAVE, HOLD, AND RECEIVE the sd premises hereinbefore expressed to be hereby assigned UNTO the sd E., his exors, admors, and assigns absolutely: AND the said E. doth hereby declare that the said legacy or sum of £—— shall not merge in the freehold or inheritance of the sd hereditaments charged therewith as aforesd, but shall exist separately as part of the personal estate of the sd. E, for the benefit of him, his exors, admors, and assigns. *Covenants by A. and D., A. covenanting for the acts of himself and B., D. covenanting for his own acts only* "that notwithstanding any thing by any of them the sd A. B. and D. done, omitted, or knowingly suffered the sd legacy of £—— is now a valid and subsisting charge on the sd estate and hereditaments situate at, &c., *for right to assign, free from incumbrances, and further assurance*, p. 283.

IN WITNESS, &c.(*g*)

PREC. LXX.

Habendum.

Declaration keeping charge alive.

LXXI.

ASSIGNMENT *of the* CONTINGENT REVERSION *of a Stock Legacy to a Purchaser.* (*h*) COVENANTS *as to* ASSURANCE *on* VENDOR'S LIFE, *and by* PURCHASER *to pay* LEGACY DUTY.

PREC. LXXI.

Parties, A., *vendor*, 1; B., *purchaser*, 2. *Recital of will of Y. bequeathing legacy in trust for L. and M., his wife successively for life, with remainder in trust for A. contingently on his surviving both L. and M., and appointing exors: Death of testator and probate, p.* 243: AND WHAS the sum of £——, £3 per cent. Consolidated Bank Annuities was duly purchased or appropriated to answer the sd legacy, and is now standing in the names of the sd, *trustees*: AND WHAS

Recitals.

Appropriation of stock to answer legacy.

Tenant for life living.

(*g*) This deed must be acknowledged by B. See *Franks* v. *Bollans*, L. R. 3 Ch. 717; *Michelmore* v. *Mudge*, 2 Gif. 183; *Williams* v. *Cooke*, 4 Gif. 343.

(*h*) As to sales of reversions, see p. 342, note.

PREC. LXXI.

Contract.

the sd L. died on the —— day of ——, but the sd M. is still living, *or a short recital of the title of A. may be substituted for the above recitals, see* p. 242, No. LIII. : AND WHAS the sd B. has contracted with the sd A. for the absolute purchase of the reversion of the sd sum of £—— Bank Annuities to which the sd A. is entitled, subject to the life interest of the sd M. therein, and contingently on his surviving her as aforesd, subject to the legacy duty which will become payable thereon in that event, for the sum of £—— : AND WHAS upon the treaty for the sd purchase it was agreed that these presents should contain such covenants and provisions as are hereinafter contained : NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, *consideration, receipt,* the sd A. doth hereby assign unto the sd B. his exors, admors, and assigns, ALL THAT the sd sum of £——, Bank Annuities, to which under the sd will of the sd Y. the sd A. is entitled in reversion expectant upon the decease of the sd M., and contingently on his surviving her, as hereinbefore mentioned : AND ALL and every the stocks, funds, and securities, moneys and property which by means of any sale or change of investment or otherwise may from time to time represent the sd sum of £——, Bank Annuities, or any part thereof : AND ALL the dividends, interest, and income of the sd premises, subject to the life interest of the sd M. therein, and the full benefit of the sd respective premises, and of all powers and remedies for the recovery and obtaining payment and transfer thereof, *estate clause,* p. 264: TO HAVE, HOLD, AND RECEIVE the said premises hereinbefore expressed to be hereby assigned UNTO the said B., his exors, admors, and assigns absolutely, SUBJECT to the legacy duty to become payable upon the decease of the sd M. in respect of the sd reversionary interest of the sd A. in the event of his surviving her. *Covenants by A. with B., his exors, admors, and assigns for title,* " subject as aforesd," p. 283 : AND ALSO that the sd A., his exors, or admors will as often as the sd M. shall remove or change her place of abode, or in case of the

Witnesseth.

Assignment.

Parcels.

Habendum.

Subject to legacy duty.

Covenants by A. for title.

To give notice of death, &c. of M.

death of the sd M., forthwith give notice thereof in writing to the sd B., his exors, admors, or assigns: AND FURTHER that he the sd A. will from time to time, or at any time hereafter during the joint lives of himself and the sd M. at the request of the sd B., his exors, admors, or assigns, appear at any office or offices for the assurance of lives within London or Westminster, or before the agent or agents of any such office or offices in the county where he the sd A. may happen to be resident and actually be, and then and there truly answer such questions and make such declarations as shall or may be asked or required touching or concerning his age and state of health, and do all other necessary acts in order to enable the sd B., his exors, admors, or assigns, if he or they should think fit, to effect an assurance or assurances on the life of the sd A., and that the sd A. shall not afterwards do or suffer anything whereby any policy or policies of assurance so effected may become void or voidable, or the sd B., his exors, admors, or assigns, may be prevented from receiving any of the monies intended to be thereby assured: AND ALSO that if and whenever he the sd A. shall remove or change his abode in England or shall leave England, he will give to the sd B., his exors, admors, or assigns, 21 days' previous notice in writing of his intention so to do, by sending the same through the post to the usual or last-known place of abode of the sd B., his exors, admors, or assigns, and will forthwith, on being required so to do, give to him or them such information as to the intended change of abode or movements of him the sd A. as shall be required. *Covenant by B.* with A., his exors, admors, and assigns, that he the sd B., his exors, admors, or assigns, will, so soon as the same shall become payable, duly pay the legacy duty, which will on the death of the sd M. in the lifetime of the sd A., become payable in respect of the sd legacy hereinbefore expressed to be hereby assigned, and will at all times keep the sd A., his heirs, exors, and admors, and also the exors and admors of the sd Y., indemnified against the payment of the said duty, and all proceed-

To enable B. to assure A.'s life.

And to give notice of A.'s change of abode.

Covenant by B. to pay, and indemnify A. against legacy duty.

PREC. LXXI.

ings, costs, damages, claims, and demands which may be incurred or sustained by reason of the non-payment thereof.

In witness, &c.

LXXII.

PREC. LXXII.

DEED *of* Covenant *by a* Vendor *for* Production *of* Deeds *and Muniments of title to a* Purchaser.

Recitals.

Parties, A., *vendor*, 1; B., *purchaser*, 2. Whas by an indre bearing even date with and executed before these presents, and expressed to be made between, &c., in pursuance of an agreement for sale therein mentioned, certain —— and hereditaments situate in the parish of —— and county of —— have been conveyed to the use of the said B., his heirs, and assigns [unto the sd B., his exors, admors, and assigns, for the residue of a term of —— years created by an Indre of lease dated, &c., and expressed to be made, &c.]: *Recital introductory to covenant, p.* 248: NOW THIS INDRE WITNESSETH, that, in pursuance of the sd agreement and in consideration of the premises, the sd A. doth hereby, &c., *covenant for production of muniments in schedule*, p. 288, *and if required the proviso for substituted covenant*, p. 290. (*i*)

Witnesseth.

In witness, &c.

The schedule referred to in the above-written indre.

Schedule.

(*i*) For the form where the covenant is entered into by trustees or mortgagees, see p. 291, No. III. For instances in which the covenant for production is contained in the conveyance, see Precedents VI., XXIX., XXXVI., XL., XLII., XLVI., LII., and LV. The covenant is frequently entered into by a separate deed, especially where it comprises documents which it may hereafter be desirable to keep off the title. See Elphinstone's Introd. Conv., 125.

LXXIII.

PREC. LXXIII.

COVENANT *for* PRODUCTION *where there are* SEVERAL SETS *of* COVENANTING PARTIES *some of whom are* TRUSTEES.

Parties, A., *one covenanting party*, 1; B. and C., *trustees*, 2; D. and E., *other trustees*, 3; F., *their cestui que trust*, 4; G., *purchaser*, 5. *Recite conveyance of even date to* G., *see last precedent*: Recitals.

Agreement for production.

AND WHAS the several deeds and writings specified in the several schedules hereto relate not only to the said —— and hereditaments comprised in the sd recited indre, but also to other hereditaments, and it has been agreed that the deeds and writings specified in the first schedule hereto shall be retained by the sd A., that the deeds and writings specified in the second schedule hereto shall be retained by the sd B. and C., and that the deeds and writings specified in the third schedule hereto shall be retained by the sd D. and E., and that the sd A. B. C. D. E. and F. shall enter into such several covenants in relation thereto as are hereinafter contained: NOW THIS INDRE WITNESSETH that, in pursuance of the sd agreement and in consideration of the premises, He the said A., as to the deeds and writings specified in the sd first schedule, &c., *see* p. 292, No. IV., *A. covenanting as absolute owner as to deeds in 1st schedule, B. and C. as trustees as to deeds in 2nd schedule, D. and E. as trustees as to deeds in 3rd schedule, and F. separately as absolute owner as to the last mentioned deeds and as to the acts and defaults of himself and D. and E. and their respective heirs and assigns.*

Witnesseth.

IN WITNESS, &c.

Three schedules.

LXXIV.

PREC. LXXIV.

COVENANT *by* PURCHASER *to* PRODUCE DEEDS *to* VENDOR, *and* INDEMNIFY *him against* LIABILITY *under* COVENANTS *for production entered into by his* TESTATOR.

Recitals. Conveyance. Parties, A., *purchaser*, 1; B., *vendor*, 2. WHAS by an indre bearing even date with these presents and expressed, &c., in pursuance of an agreement for sale therein referred to, certain hereditaments of freehold tenure in the parishes of —— and —— in the county of —— with the appurtenances (which formed part of the trust estate vested in the said B. as sole acting trustee of the will of C. of &c., deceased) have been conveyed by the sd B. to the sd A.: AND WHAS the deeds and writings specified in the schedule hereto, which respectively relate to the hereditaments comprised in the hereinbefore recited indre, and which were in the possession of the sd B. as trustee or exor of the will of the sd C., have been delivered by the sd B. to the sd A. as he doth hereby acknowledge: AND WHAS the sd B., as trustee or exor of the sd C., may be under liability in respect of divers deeds of covenant entered into by the sd C. for the production and furnishing copies of, or otherwise in relation to, some of the said deeds and writings, and the sd A. has agreed to enter into such covenant as is hereinafter contained for indemnifying the sd B. in respect of such liabilities: AND WHAS the deeds and writings specified in the first part of the sd schedule hereto relate as well to the hereditaments comprised in the hereinbefore recited indre of even date herewith as to certain other hereditaments forming part of the trust estate under the sd. will of the sd C., and the sd A. has agreed to enter into such covenant in relation to such deeds and writings, as is hereinafter contained: NOW THIS INDRE WITNESSETH that, in pursuance of the sd agreement in this behalf and in consideration of the premises, the sd A. doth hereby for himself, his heirs, exors,

Deeds delivered to purchaser.

Vendor liable under covenants to produce.

Certain deeds relate to other property of vendor.

Witnesseth.

admors and assigns, covenant with the sd B., his heirs, exors, admors, and assigns, that he the sd A., his heirs, exors, admors, or assigns, will at all times duly observe and perform all the covenants at any time entered into by the sd C. with any person or persons for the production and furnishing copies of, or otherwise in relation to, any of the deeds and writings specified in the sd schedule hereto, and will indemnify and keep indemnified the sd B., his heirs, exors, and admors, and the estate of the sd testator from all proceedings, claims, demands, costs, damages, expenses, and liability whatsoever, by reason, or in respect of any such covenants, and further that the said A., his heirs, or assigns, will, &c. *covenant for production to B., his heirs and assigns, of deeds and writings in first part of schedule*, p. 288, *and if required the proviso for substituted covenant*, p. 290.

PREC. LXXIV.

Covenant to indemnify,

and to produce.

In witness, &c.

Schedule in two parts.

LXXV.

SUBSTITUTED *deed of* Covenant *for Production.*

PREC. LXXV.

Parties, A. B. & C., 1; D., 2.; E., 3. Whas by an indre dated &c., and expressed to be made between the sd D. of the one part and the sd E. of the other part, for the considerations therein mentioned, a certain messuage or tenement and hereditaments situate at —— in the county of —— were conveyed by the sd D. to the sd E, his heirs and assigns: And whas by the said indre the sd D. covenanted with the sd E. to produce and furnish copies of a certain deed of conveyance, dated, &c., and expressed, &c. in support of the title of the sd E: And whas the sd D. has recently sold the remaining portion of the hereditaments and premises comprised in the sd deed of

Recitals. Conveyance.

Covenant by vendor to produce.

Sale of remaining property, and agree-

PREC. LXXV.

ment for substituted covenant.

conveyance of &c., to the sd A., B., and C., and it has been arranged and agreed that the same deed of conveyance shall be delivered over to the sd A., B., and C., upon their entering into such covenant as is hereinafter contained with the sd E., in substitution for and in exoneration of the liability existing under the sd covenant of the sd D. contained in the hereinbefore recited indre, for the production and furnishing copies of the sd deed of conveyance: NOW THIS INDRE WITNESSETH that in consideration of the premises, each of them the sd A., B., and C., doth hereby, &c., *remainder of covenant for production*, p. 290: AND THIS INDRE ALSO WITNESSETH that, in consideration of the premises, the sd E. doth hereby release the sd D., his heirs, exors, and admors, from the sd covenant contained in the sd indre of, &c., and from all liability thereunder, so far as relates to the sd deed of conveyance which has been delivered to the sd A., B., and C., as aforesd, but not further or otherwise.

Witnesseth.

Further witnesseth release of vendor.

IN WITNESS, &c.

COVENANTS, FORMAL PARTS OF.

I. THE sd A. doth hereby for himself, his heirs, exors, and admors (*a*), covenant with the sd B., his, *if relating to real estate*, heirs and assigns, *or if relating to leaseholds or personalty*, exors, admors, and assigns, that, &c. — Covenant by one with one.

II. THE sd A. and B. do hereby for themselves, their heirs, exors, and admors (*a*), and as a separate covenant, each of them doth hereby for himself [or herself], his [or her] heirs, exors, and admors (*a*), covenant with, &c. — Covenant by two jointly and severally.

III. THE sd A., B., and C. [and D.] do hereby for themselves, their heirs, exors, and admors (*a*), jointly, and every [three and] two of them do hereby for themselves, their heirs, exors, and admors (*a*), jointly, and every one of them doth hereby for himself [or herself], his [or her] heirs, exors, and admors (*a*), separately covenant with, &c. — Covenant by three or more jointly and severally.

IV. THE sd A., B., and C. [and D.] do hereby for themselves respectively, and their respective heirs, exors, and admors (*a*), jointly and severally covenant with, &c. — The same. Short form.

V. EACH OF THEM, THE sd A., B., and C., so far as relates to his [or her] own acts and defaults only, but not further or otherwise, doth hereby for himself [or herself], his [or her] heirs, exors, and admors (*a*), covenant with, &c. — Covenant by several where each covenants for his own acts only.

VI. THE sd A. doth hereby for himself, &c., covenant with the sd B. and C., their heirs *or* "exors, admors," and assigns, — Covenant with two jointly and severally.

(*a*) If the burden of the covenant is intended to bind real or personal estate, or the title deeds thereof, in the hands of the assigns of the covenantor, instead of "and admors," say "admors and assigns." See Elphinstone, Introd. Conv. 228.

and also as a separate covenant with each of them, his [or her] heirs *or* "exors, admors," and assigns, that, &c.

Covenant with three or more jointly and severally.

VII. THE sd A. doth hereby for himself, &c., covenant with the sd B., C., and D. [and E.], and also separately with every [three and] two of them, their heirs *or* "exors, admors," and assigns, and also separately with every one of them, his [or her] heirs *or* "exors, admors," and assigns, that, &c.

The same. Short form.

VIII. THE sd A. doth hereby for himself, &c., covenant with the sd B., C., D. [and E.], and every of them, their and every of their heirs, *or* "exors, admors," and assigns, jointly and severally, that, &c.

Covenant by married woman to bind a specified part of her separate estate.

IX. EACH OF THEM THE sd A. and B. doth hereby for himself or herself, his or her heirs, exors, and admors, and as to the sd B. to the intent to charge and bind the sd —— and premises, *or*, "the share and interest," *or* "the estate and interest for her life in the sd —— and premises," to which she is entitled, or which she has power to appoint or dispose of, as aforesd, covenant with, &c.

Covenant by married woman to bind her separate estate generally.

X. THE sd A. doth hereby for herself, her heirs, exors, and admors, to the intent to charge and bind her separate estate, *or* "all the real and personal estate to which she is entitled for her separate use, or which she has power to appoint or dispose of for any estate or interest whatever."

Mutual covenants by two sets of parties.

XI. THE sd A., *party of the one part*, doth hereby for himself, his heirs, exors, and admors,(*b*) so far as the agreements and provisions hereinafter contained are or ought to be performed or observed by him and them, covenant with the sd B. and C., *parties of the other part*, their and each of their [heirs] exors, admors, and assigns, jointly and severally, and the sd B. and C. do hereby for themselves respectively and their respective heirs, exors, and admors,(*b*) jointly and severally, so far as the agreements and provisions hereinafter contained are or ought to be performed or observed by them respectively,

(*b*) See note on last page.

covenant with the sd A., his [heirs], exors, admors, and assigns, in manner following (that is to say) :—

XII. EACH AND EVERY OF THEM the sd parties hereto of the 1st, 2nd, and 3rd parts doth hereby for himself, his heirs, exors, and admors (*c*), so far, &c., *as above*, covenant with the other parties hereto and their respective [heirs] exors, admors, and assigns, jointly and severally, and the sd parties hereto of the 4th part do hereby for themselves respectively and their respective heirs, exors, admors [and assigns], jointly and severally, so far, &c., covenant with the other parties hereto and every of them, their and every of their [heirs], exors, admors, and assigns, jointly and severally, in manner following (that is to say) :— The same by several sets of parties.

XIII. IT IS HEREBY MUTUALLY COVENANTED AND AGREED by and between the sd several parties hereto, as follows :— The same. Short form.

XIV. THE sd A., B., and C. do hereby for themselves respectively and their respective heirs, exors, and admors, jointly and severally covenant with the sd D., his exors, admors, and assigns, that they the said A., B., and C., or some or one of them, their or some or one of their heirs, exors, or admors, *or* "that they the sd A., B.. and C. or their respective heirs, exors, or admors, or some or one of them," will on or before the —— day of —— pay to the sd D., his exors, admors, or assigns, the sum of £——. Joint and several covenants by several to pay a sum of money.

(*c*) See note on p. 431.

DECLARATIONS STATUTORY.(b)

I.

DECLARATION *by* ATTESTING WITNESS *authenticating the Execution of a* POWER OF ATTORNEY *or* DEED *to operate in the* COLONIES *or elsewhere* ABROAD.(c)

I., L., of, &c., *one of the attesting witnesses*, do solemnly and sincerely declare that I and also M., of, &c., *the other witness*, were present together on the —— day of —— and did see K., of, &c., the constituent named in the power of attorney [party of the —— part to the deed] hereunto annexed, bearing date the —— day of —— and marked with the letter A., duly sign, seal, and as his act and deed deliver the sd power of attorney [deed], and that the name or signature K. set and subscribed to the sd power of attorney [deed] as the name of the party executing the same is of the proper handwriting of the sd K., and that the name or signature L. set and subscribed to the sd power of attorney [deed] as the name of one of the witnesses attesting the execution thereof by the sd K. is the name or signature of me the declarant, and that the name or signature M. set and subscribed to the same power [deed] as the name of the other witness attesting the execution thereof by the sd K. is of the proper

(b) See the Act 5 & 6 Wm. IV. c. 62.
(c) See above, p. 153, note.

handwriting of the sd M. And I make this declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the sixth year of the reign of his late Majesty King William the Fourth, intituled, "An Act to repeal an Act of the present session of Parliament, intituled, 'An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire suppression of voluntary and extra judicial Oaths and Affidavits;' and to make other provisions for the abolition of unnecessary Oaths."

DECLARED at the City, *or*, "in the Borough" of ——, this —— day of ——, before me, X., Mayor of ——, *or* "Notary Public."

II.

VERIFICATION *by a* MAYOR *or* NOTARY PUBLIC *of* DECLARATION *of* ATTESTING WITNESS.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, X., Mayor of the City, *or*, "Borough" of ——, *or*, "Notary Public by Royal authority duly admitted and sworn, of ——, in the county of ——", in pursuance of an Act of Parliament made and passed in the fifth year of the reign of his late Majesty King George the Second, intituled "An Act for the more easy recovery of Debts in his Majesty's Plantations and Colonies in America," and of another Act of Parliament made and passed in the sixth year of the reign of his late Majesty King William the Fourth, intituled "An Act, &c.," *as in last form*, do hereby certify that on the day of the date hereof personally came and appeared before me L., the person named in the declaration hereunto annexed, being a person well known and of good credit, and by declaration 5 Geo. II., c. 7.

which the said L. then made before me, did solemnly and sincerely declare and testify to be true the several matters and things mentioned and contained in the said annexed declaration.

In faith and testimony whereof I, the sd Mayor, *or*, "Notary Public" have caused the seal of office of mayoralty of the City, *or*, "Borough" of —— [my notarial seal of office], to be hereunto put and affixed to the letter of attorney or deed mentioned in the sd declaration hereunto annexed.

Dated in —— the —— day of ——

X., Mayor of ——, *or*, "Notary Public."

III.

VERIFICATION *by a* Notary Public *in* India *of* Magistrate's Signature *to* Jurat *of* Affidavit.

I, ——, Notary Public, by Royal authority duly admitted and sworn, residing and practising in the town of Calcutta in Bengal in the East Indies, do hereby certify and attest that ——, whose name and signature appears set and subscribed to the jurat at the foot of the foregoing affidavit of ——, is the chief magistrate and one of Her Majesty's Justices of the Peace in and for the sd town of Calcutta, before whom the affidavit was duly sworn. All which I attest.

——————, Notary Public.

In faith and testimony whereof I, the sd Notary, have hereunto set my hand and affixed my notarial seal of office at Calcutta in Bengal aforesd this —— day of ——.

IV.

DECLARATION *as to* IDENTITY *of* PARCELS.

I, A., of ——, do solemnly and sincerely declare as follows :—

1. THAT I am —— years of age, and have for a period of —— years last past resided in the neighbourhood of ——, and have for upwards of —— years past been well acquainted with a freehold and copyhold estate known as ——, and situate in the parish of —— aforesd, a portion whereof, comprising several closes of land, &c. [delineated in the plan now produced to me marked A., and therein colored ——, *or*, "described in the schedule hereto"], has been lately contracted to be sold to X., of, &c.

2. THAT I verily believe, and have no doubt, that the several closes of land so contracted to be sold to the said X. are part of the lands which were comprised in and conveyed to Y. of, &c., by an indre dated, &c., the description in which indre I have carefully read previously to making this declaration.

3. AND I further say that during the time I have known the said estate as aforesd the said several closes of land so contracted to be sold have been the property of or been in the possession of L., M., and N., successively, namely of the sd L., from the year —— to the year ——, &c. And that such respective persons have, during such respective periods, as I verily believe, been in the free and uninterrupted possession and enjoyment or receipt of the rents and profits of such several closes of land and premises, with the appurtenances thereof. And I make, &c.

V.

DECLARATION *as to* PEDIGREE.

I, L. of ——, do solemnly and sincerely declare as follows:—

1. I AM —— years of age, and am one of the children of the late A. of ——, by B. his wife, formerly K. spinster, who, as I have been informed and believe, were married in the parish church of —— on the —— day of ——. The said A. and B. are the persons respectively referred to in the marriage certificate produced to me at the time of making this declaration, and marked with the letter ——.

2. I HAVE always understood and believe that the sd A. had three children and no more by the sd B., namely, two sons, named respectively D. and E., and one daughter, being myself.

3. THE sd D. was, as I have always understood, born at —— in the kingdom of Italy on the —— day of ——. In the year 18— he sailed for Australia in the ship —— from Liverpool, since which time no tidings of him have ever been received by any of his family, and I verily believe him to be dead, and that he died a bachelor and intestate.

4. I HAVE been informed and believe that the sd E. was born at —— on the —— day of ——. He was married only once, namely, to F., formerly L. spinster, with whom he intermarried on the —— day of —— at the parish church of ——, as I know from having been present at the marriage. The sd E. lived between the years —— and —— at ——, and he lived from some time in the year —— till the time of his death, which occurred on the —— day of ——, at ——. The said E. is the person of that name mentioned in the three several certificates of baptism, marriage, and burial, now produced to me, and marked with the letters —, —, and —, respectively. The sd F. is still living and resides at ——.

5. THERE WAS issue of this marriage of the sd E. and F. one child only, named G., who was born on the —— day of ——, and died on the —— day of ——, at the age of —— years, and without having been married. The said G. is the person of that name mentioned in the certificates of baptism and burial now produced and shown to me, and marked with the letters — and — respectively.

6. I KNEW and was well acquainted with H., one of the trustees of the settlement made on the marriage of the sd E. and F., who resided and died in the month of ——, at ——. The paper writing now produced to me marked —— is a certificate of his burial. And I make, &c.

DECLARATIONS OF TRUST.(*d*)

I.

DEED *of* DECLARATION *of* TRUST *of* UNDIVIDED SHARES *of purchased* LANDS. (*e*)

Parties. THIS INDRE, made the —— day of ——, BETWEEN A., *purchaser and trustee*, of, &c., of the one part, and B., *cestuique trust*, of, &c., of the other part. *Recite deed of conveyance in fee to A., referring shortly to the parcels.* AND WHAS the sum of £—— part of the sum of £——, expressed to have been paid by the sd A. for the purchase of the sd hereditaments and premises as aforesd, was in fact money belonging to the sd B., and the sd purchase was made by the sd A. as to —— equal —— parts of the sd hereditaments and premises (being such a proportion of the whole of the sd hereditaments and premises as the sd sum of £—— bears to the sd sum of £——), as a trustee for and on behalf of the sd B., as the sd A. doth hereby admit and declare: NOW THIS INDRE WITNESSETH that in consideration of the premises it is hereby agreed and declared between and by the sd parties hereto that the sd A., his heirs and assigns, shall stand and be seised of, and entitled to ALL THOSE —— equal undivided —— parts or shares of and in all the sd

Recitals.

Part of purchase money belongs to cestui que trust.

Witnesseth.

Declaration of trust.

(*d*) *See* also "SETTLEMENTS."

(*e*) A deed, though not essential, is usual in the case of a formal declaration of trust.

hereditaments and premises comprised in or expressed to be conveyed by the hereinbefore recited indre, And of and in the appurtenances thereof, UPON TRUST for the sd B., his heirs and assigns, for ever, and to convey, lease, assure and dispose of the same —— equal —— parts or shares and premises in such manner as he or they shall direct.

IN WITNESS, &c.

II.

DECLARATION *of* TRUST, *by deed poll, of* MORTGAGE DEBT, *where the Mortgage does not disclose the trust.* (*f*)

TO ALL TO WHOM THESE PRESENTS shall come, A., of &c., B., of &c., and C., of &c. send greeting. *Recite mortgage of even date from X. to A., B., and C., on a joint account*: NOW THESE PRESENTS WITNESS that the sd A., B., and C. do hereby respectively acknowledge and declare that the sd sum of £—— mentioned in the sd recited indre of even date herewith to be advanced and lent by them to the sd X. as aforesd was not their own proper money, but was realised by them by the sale of the sum of £—— £3 per cent. —— Bank Annuities, part of the sum of £—— like annuities which was standing in the names of the sd A., B., and C., as trustees and exors under the will dated, &c., and proved on, &c. of G. of &c., deceased, the sd sum of £—— Bank Annuities being part of the personal estate of the sd G. AND THE sd A., B., and C. do hereby respectively testify and declare that they, and the survivors and survivor of them, and the heirs, exors, and admors of such survivor, their or his assigns, shall henceforth stand pos-

(*f*) A declaration of trust, though usually dispensed with in this case, is sometimes desirable.

sessed of the sd sum of £——, secured by the sd indre of even date herewith as aforesd, and the interest thereof, and the securities for the same, and all benefit thereof, UPON AND FOR SUCH trusts and purposes, and under and subject to such powers, provisoes, declarations, charges, and liabilities, as the same are or ought to be subject or liable to, in consequence of the sd sum of £——, advanced and lent as aforesd, having been part of the personal estate of the sd G., deceased.

IN WITNESS, &c.

DEEDS, FORMAL PARTS OF.

Commencement of indenture of two parts without recitals.

I. This Indre, made the —— day of ——, Between A. (*g*) of —— of the one part, and B. of ——, and C. of —— of the other part, Witnesseth that, &c.

The same of several parts with recitals.

II. This Indre, made the —— day of ——, Between A. of —— of the first part, B. of —— of the second part, and C. of ——, and D. of —— of the third part. Whas., &c. Now This Indre Witnesseth that, &c.

Commencement of deed poll without recitals.

III. Know All Men By These Presents that I, A. of —— [we, A. of ——, and B. of ——], do, &c., *use the first person throughout.*

The same, with recitals.

IV. To All To Whom These Presents shall come, A. of —— sends [A. of —— and B. of —— send] greeting. Whas, &c. Now These Presents Witness that, &c.

Testimonium of an indenture.

V. In witness whereof the sd parties to these presents have hereunto set their respective hands and seals the day and year first above written.

Testimonium of an indenture where a company or corporation is a party.

VI. In witness whereof the sd ——, *Corporation*, have hereunto caused their common seal to be affixed, and the said other parties hereto have hereunto set, &c., *as in preceding form.*

The same. Another form.

VII. In witness whereof the sd parties hereto of the first,

(*g*) As to the various methods of describing the parties, *see* Elphinstone's Introd. Conv., pp. 75—77.

second, and third parts have hereunto set their respective hands and seal and the sd ——, *Corporation*, have, &c., the day and year first above written.

Testimonium of indenture executed under a power of attorney.

VIII. In WITNESS whereof K. of ——, *attorney*, by virtue of a power of attorney under the hand and seal of the above-named A. dated the —— day of ——, hath hereunto set the hand and seal of the sd A. the day and year first above written.

Testimonium of a deed poll.

IX. In WITNESS whereof the sd A. [I the sd A., *or*, we the sd A. and B.] hath [have] hereunto set his [my] hand and seal [our respective hands and seals] the —— day of ——.

The same by a Corporation.

X. In WITNESS whereof the sd ——, *Corporation*, have caused their common seal to be affixed this —— day of ——.

The same. Short form.

XI. GIVEN UNDER THE COMMON SEAL of the sd —— *Corporation*, *or*, "our common seal" this —— day of ——.

Attestation of a deed.

XII. SIGNED, SEALED, and DELIVERED by the within-named A., in the presence of B. of ——.

C., clerk to Messrs. K. and L. of ——,
Solicitors.

Attestation where there are erasures or interlineations.

XIII. SIGNED, SEALED, and DELIVERED by the within-named A., the words —— having been previously erased in [interlined between] the tenth and eleventh lines of the first skin, and the words —— having been previously erased in the third line of the second skin, in the presence of ——.

Subsequent attestation where the first has noticed erasures, &c.

XIV. SIGNED, SEALED, and DELIVERED by the within-named B., the erasures and interlineations noticed in the attestation of the execution by the within-named A., having been previously made, in the presence, &c.

Attestation of execution by marksman.

XV. SIGNED by setting his mark, and sealed and delivered by the within-named A., he being unable to write, in the presence of ——.

Attestation

XVI. SIGNED, SEALED, and DELIVERED by the within-

named A., the same having been first read over to him, he being blind [unable to read the same], in the presence of ——. where a party is blind or illiterate.

XVII. SIGNED, SEALED, and DELIVERED by K., *attorney*, as the attorney of the within-named A., in the presence of ——. Attestation where a deed is executed by attorney.

XVIII. THE COMMON SEAL of the within-named —— Company, *or Corporation*, was affixed to the within-written indre in the presence of us, Attestation of execution by a company or corporation.

A. and B., [Directors.
C., Secretary].

XIX. SIGNED, SEALED, and DELIVERED by the respective parties whose names are subscribed in the —— column of this schedule, in the presence of the respective persons whose names are subscribed in this column opposite to the names of such respective parties. Attestation of deed where the signatures of some of the parties are placed in a schedule.

XX. RECEIVED of the within-named A. the sum of £——, being the consideration within expressed to have been paid by him to me. Dated the —— day of ——. Receipt endorsed.

Witness, Signed B.

DISCLAIMER. (*h*)

I.

DISCLAIMER *by* TRUSTEE *under a* WILL. RESERVATION *of* BENEFICIAL INTEREST.

TO ALL TO WHOM THESE PRESENTS shall come,

Recitals. A., of ——, sends greeting. WHAS X., late of ——,

Will. duly made and executed his will, dated, &c., and thereby devised all his real estate, and bequeathed all his personal estate, not thereinbefore specifically devised and bequeathed, to the sd A. and B., of, &c., their heirs, exors, admors, and assigns, upon certain trusts therein mentioned, and the sd testator thereby appointed the sd A. and B. exors of his sd will. *Recite codicil altering trusts.*

Refusal to act. AND WHAS the sd A. declined to act as trustee and exor under, or to accept the devises and bequests made to him jointly with the sd B. in trust as aforesd, in and by the sd will and codicil, and has renounced probate thereof.

Witnesseth. NOW THESE PRESENTS WITNESS that he the sd A. doth hereby wholly and absolutely renounce

Disclaimer. and disclaim ALL THE real and personal estate, hereditaments, and premises whatsoever by the sd will and codicil, or either of them, devised and bequeathed to him, whether jointly with the sd B. or otherwise in trust as aforesd, and every part thereof, and all trusts, powers, and authorities by the sd will and codicil, or either of them, reposed or vested in him the sd A.,

(*h*) *See* Elphinstone's Introd. Conv., p. 401.

his heirs, exors, admors, or assigns, whether jointly with the sd B., his heirs, exors, admors, or assigns, or otherwise, and the offices of trustee and exor under the sd will and codicil. PROVIDED ALWAYS that nothing herein contained shall operate as a disclaimer or release of any beneficial interest, whether vested or contingent, to which he the sd A. is now, or he, his heirs, exors, or admors, may or might hereafter become entitled under the trusts, powers, or provisions of the sd will or codicil, or any legacy or bequest thereby given to the sd A. for his own benefit. Reservation of beneficial interest.

IN WITNESS, &c.

II.

DISCLAIMER *by* INDORSEMENT *of* TRUSTEESHIP *of* DEED.

TO ALL TO WHOM THESE PRESENTS shall come, the within-named A. sends greeting. WHAS the sd A. has never executed the within-written indre, and has never accepted or acted in the trusts thereof, and is desirous of renouncing and disclaiming such trusts. NOW THESE PRESENTS WITNESS that the sd A. doth hereby wholly and absolutely renounce and disclaim ALL AND SINGULAR the real and personal estate, hereditaments, and premises whatsoever by the within-written indre expressed to be granted and assigned to the sd A., and the within-named B. and C., their heirs, exors, admors, and assigns in trust as within-mentioned or otherwise howsoever, and the trusteeship of the within-written indre, and all trusts, powers, and authorities expressed to be thereby vested or reposed in, or given to him, the sd A., his heirs, exors, admors, or assigns, whether jointly with the sd B. and C., or any other persons or person, or otherwise howsoever. Recital. Witnesseth. Disclaimer.

IN WITNESS, &c.

III.

DISCLAIMER *and* APPOINTMENT *of* NEW TRUSTEES *by the* DISCLAIMING TRUSTEE *under a* WILL. VARIATION *where the* HEIR *and* PERSONAL REPRESENTATIVE *of the* TESTATOR *join for the purpose of vesting the trust estate in the* NEW TRUSTEES. (*i*)

Parties: A., *surviving trustee*, 1; B., *heir-at-law of testator*, 2; C., *legal personal representative of testator*, 3; D. *and* E., *new trustees*, 4. *Recite will, p.* 104, *stating the gifts of real and personal estate to* A. *and* K. "upon certain trusts therein mentioned," *the power to appoint new trustees exercisable by refusing or declining trustees, if willing, to be recited fully, and the appointment of exor. Death of testator, and grant of probate or letters of admon with will annexed to* C., [*and heirship of* B.,] *see pp.* 243, 244. AND WHAS by a deed poll, dated the —— day of ——, under his hand and seal, the sd K. has renounced and disclaimed all the real and personal estate and premises by the sd will devised and bequeathed to him jointly with the sd A., and all trusts, powers, and authorities vested in him, the sd K., whether jointly with the sd A. or otherwise, and the office of trustee under the sd will [*or, recite death of* K. *in testator's life-time, as the case may be*]. (*j*) AND WHAS the sd A. has

Recitals.

Disclaimer by one trustee.

Refusal to act.

(*i*) See *Ex parte Hadley*, 5 D. G. & S. 67. A disclaiming trustee can only appoint new trustees where the power is expressly made exercisable by a refusing or declining trustee (*Travis* v. *Illingworth*, 2 Dr. & Sm. 344). Both the disclaiming trustees might, of course, concur in the appointment, but it is here assumed that the one first disclaiming objects to do so. The disclaiming trustee must not affect to convey the trust property, which would be repugnant to his disclaimer; it must be conveyed to the new trustees by the heir or legal personal representative of the testator as the case may require. It will probably be found convenient to make the conveyance by a separate deed, as the disclaiming trustee is not concerned with it.

(*j*) If K. survived the testator and acted, his exors or admors and not A. would be the proper persons to appoint the new trustees under the usual power.

declined to accept the devises and bequests made to him jointly with the sd K., in and by the sd will, or to act as trustee thereunder, except for the purpose of exercising the power of appointing new trustees thereof in the place of the sd K., and of him the sd A., which he has agreed to do by appointing the sd D. and E. to be such trustees in manner hereinafter mentioned. [*Existing state of trust property*, pp. 104, 105]. NOW THIS INDRE WITNESSETH, &c., *disclaimer by* A. *as in precedent* I., p. 446, save and except the power by the sd will given to him, the sd A., of appointing new trustees thereof in the place of the sd K., and of him the sd A. AND THIS INDRE ALSO WITNESSETH, &c., *appointment by* A. *of* D. *and* E. *to be new trustees in the place of* K. *and* A., p. 89. [AND THIS INDRE ALSO WITNESSETH, *&c., conveyance and assignment of real and personal trust estate by testator's heir and legal personal representative respectively to* D. *and* E., pp. 105, 106. *Covenants by heir and legal personal representative with* D. *and* E. *against incumbrances*, p. 90.]

Witnesseth.

In witness, &c.

DISENTAILING ASSURANCES.(a)

I.

DISENTAILING Deed *of* Freeholds *by* Tenant *in* Tail *in* Possession. (b)

Parties, A., *tenant in tail*, 1; B., *grantee to uses*, 2:

Recitals. Whereas under an indre, dated, &c., being the settlement made in consideration of the marriage, which was afterwards duly solemnized, of X. and Y., respectively deceased, the late father and mother of the sd A., *or*, "under the will, dated, &c., and a codicil thereto, dated, &c., and proved, &c., of X., late of ——, deceased," the sd A. is tenant in tail [male] in possession of the hereditaments hereinafter mentioned and expressed to be hereby granted, *or, recite settlement or will and codicil, and subsequent events, showing the title of A.:*

Witnesseth. NOW THIS INDRE WITNESSETH that for the purpose of defeating and barring all estates in tail [male or in tail] of the sd A. at law or in equity under the sd indre of settlement, *or*, "will and codicil," or otherwise in the hereditaments hereinafter mentioned and expressed to be hereby granted, and all estates, rights, interests, and powers to take effect after the determination, or in defeasance of such estates in tail [male or in tail], He,

Grant. the sd A., doth hereby grant unto the sd B. and his

(a) See Elphinstone, Introd. Conv. 416.

(b) See 3 & 4 Wm. IV., c. 74, ss. 15 to 21, and ss. 40 to 49. To be enrolled within six months under s. 41.

heirs, *parcels*, and all other, if any, the hereditaments of which the sd A. is now tenant in tail [male or in tail] at law or in equity under the sd settlement, *or*, "will and codicil, or either of them" [*or, in lieu of setting out the parcels in detail* (*c*), *say*, ALL AND SINGULAR the messuages, farms, lands, tenements, tithes, or tithe rent-charges and hereditaments, situate in the several parishes of —— and ——, or elsewhere, in the county of ——, comprised in or assured by the sd indre of settlement of, &c., *or*, "devised by the sd will and codicil of the sd —— deceased, or either of them," or which are now by any means subject to the subsisting uses or trusts of the sd indre of settlement, *or*, "will and codicil," or of which the sd A. is now by any means tenant in tail [male or in tail] at law or in equity under or by virtue of the sd indre of settlement, *or*, "will and codicil, or either of them," or otherwise] TOGETHER WITH the rights, members, and appurtenances of the sd premises, *estate clause*, p. 264, TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby granted UNTO the sd B. and his heirs, FREED and absolutely discharged from all estates in tail [male or in tail] of the sd A. at law or in equity, and all estates, rights, interests, and powers to take effect after the determination, or in defeasance of such estates in tail [male or in tail], TO THE USE of the sd A., his heirs and assigns, for ever.

IN WITNESS, &c.

Parcels.

Variation.

General words.

Habendum.

To grantee discharged from entail.

To use of grantor in fee.

II.

DISENTAILING DEED *of* FREEHOLDS *by* TENANT IN TAIL *in* POSSESSION. *Short form without recitals.*

Parties, A., *tenant in tail*, 1; B., *grantee to uses*, 2:

(*c*) To save expense on enrolment, the parcels in a disentailing deed, if numerous, are usually described by a short general description. For the mode of describing the parcels where there have been sales, &c., under the

Witnesseth. Grant. Parcels.

WITNESSETH that the sd A. doth hereby grant unto the sd B. and his heirs ALL AND SINGULAR the messuages, lands, tenements, and hereditaments situate in the several parishes of —— and ——, and county of ——, of or to which he, the sd A., is seised or entitled at law or in equity for any estate in tail male or in tail, under an indre, dated, &c., and expressed to be made, &c., *or*, "the will, dated, &c., and proved, &c., of X., late of, &c.," or otherwise howsoever, with the appurtenances thereof, *estate clause*, p. 264,

Habendum to grantee.

To HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd B. and his heirs, FREED and discharged, &c., *as in last Precedent*, To THE USE of the sd A., his heirs and assigns, for ever.

To use of grantor in fee.

IN WITNESS, &c. (*d*)

III.

DISENTAILING DEED *by* HUSBAND *and* WIFE *of the* ESTATE TAIL *of the* WIFE *in* FREEHOLDS, *vesting the fee simple in the Husband.*

Parties, A. and B. his wife, 1; C., *grantee to uses*, 2.

Recitals. *Recite title of B.:* AND WHEREAS the sd A. and B. are

Desire. desirous that the entail of the sd hereditaments shall be barred, and that the inheritance thereof in fee simple in possession shall be vested in the sd A. in manner hereinafter appearing:

Witnesseth. NOW THIS INDRE WITNESSETH that [for the purpose of defeating and barring all estates in tail [male or in tail] of the sd B. at law or in equity under the sd settlement [will] or otherwise in the sd hereditaments hereinafter mentioned and intended to be hereby granted, and all estates, rights, interests, and powers to

powers of the settlement or will, or enclosures, &c., see pp. 255, 256; Forms xxv., xxvi., xxvii.

(*d*) To be enrolled under 3 & 4 Wm. IV., c. 74, s. 41.

take effect after the determination, or in defeasance of such estates in tail [male or in tail], and of assuring the same premises to the use of the sd A. in manner hereinafter expressed (*e*)], the sd B., with the concurrence of the sd A., doth hereby grant, and the sd A. doth hereby grant and confirm unto the sd C. and his heirs, *continue as in Precedent* I., *ending*, "To THE USE of the sd A., his heirs and assigns, for ever." Grant.

IN WITNESS, &c. (*f*)

IV.

DISENTAILING DEED *of* FREEHOLDS *by* TENANT *in* TAIL, *with* CONSENT *of* PROTECTOR. (*g*)

Parties, A., *tenant in tail*, 1; B., *protector*, 2; C., *grantee to uses*, 3. *Recite will or settlement by which the estates for life and in tail are limited down to and including the limitation to A., and subsequent events, showing that A. is tenant in tail and B. protector:* NOW THIS INDRE WITNESSETH that for the purpose, &c., *as in Precedent* I., He, the sd A., with the consent hereby testified of the sd B., as protector of the settlement, doth hereby grant unto the sd C. and his heirs, *parcels, as in Precedent* I., *general words*, p. 264, *estate clause*, p. 264, TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd C. and his heirs, subject and without prejudice to the uses and estates limited or created by the sd will [indre of settlement], which are prior to the estate in tail of the sd A., and to the powers annexed to such prior estates so far as such uses, estates, and powers are now subsisting,

Witnesseth. Grant. Habendum. To grantee subject to estates prior to estate tail.

(*e*) The insertion of the words in this bracket is usual, but is not essential.

(*f*) To be acknowledged by B., and enrolled under 3 & 4 Wm. IV., c. 74, ss. 79 & 41. See ACKNOWLEDGMENTS.

(*g*) See 3 & 4 Wm. IV., c. 74, s. 34. To be enrolled under s. 41.

or capable of taking effect, but FREED and discharged, *&c., as in Precedent* I., TO THE USE of the sd A., his heirs and assigns, for ever.

To use of tenant in tail in fee.

IN WITNESS, &c.

V.

DISENTAILING DEED *of* FREEHOLDS *by* TENANT *in* TAIL *with* CONSENT *of* PROTECTOR *limiting the estate to their* JOINT APPOINTMENT *preparatory to a* RESETTLEMENT (*h*).

Recitals.

Parties, A., *tenant for life*, 1; B., *tenant in tail*, 2; C., *grantee to uses*, 3. *Recital of settlement on the marriage of A., and subsequent events showing that the estate stands limited to the use of A. for life with remainder to B. in tail male subject to incumbrances and to a jointure and portions and terms of years for securing them:* AND WHAS the sd A. and B. are desirous of barring the estate in tail male and all other estates in tail of the sd B. in the sd hereditaments and premises, and all estates, interests, and powers to take effect after the determination, or in defeasance thereof, and of assuring and limiting the sd hereditaments and premises to the uses and in manner hereinafter expressed: NOW THIS INDRE WITNESSETH that in pursuance of such desire and in consideration of the premises, the sd A. and the sd B., with the consent of the sd A. as protector of the sd settlement, do respectively, according to their respective estates and interests in the sd premises, hereby grant and assure unto the sd C. and his heirs, *parcels as in Precedent* I., *general words, estate clause*, p. 264: TO HAVE AND TO HOLD all the sd premises hereinbefore expressed to be hereby granted UNTO the sd C. and his heirs, SUBJECT to the charges and incumbrances hereinbefore mentioned so

Desire.

Witnesseth.

Grant.

Habendum to grantee, subject to incumbrances.

(*h*) See Elphinstone, Introd. Conv., 424.

far as the same affect the same premises respectively, and to the uses and estates limited or created by the sd indre of settlement which precede the estate in tail male of the sd B. (other than the estate thereby limited to the sd A. and his assigns for his life) and to the powers annexed to or exercisable during the continuance of such precedent uses or estates respectively, and to the uses and estates limited or created, or to be limited or created, in exercise of such powers, BUT FREED, *&c.*, *as in Precedent* I.: TO SUCH USES, for such estates, upon such trusts, and with and subject to such powers, provisions, and declarations as the sd A. and B. shall, at any time or times hereafter, by any deed or deeds, with or without power of revocation and new appointment, jointly direct, limit, or appoint, AND IN DEFAULT of and until any such joint appointment, and so far as no such appointment shall extend, TO SUCH USES, for such estates, upon such trusts, and subject to such powers, provisions, and declarations as the sd B., in case he shall survive the sd A., shall at any time or times after the death of the sd A., by any deed or deeds, with or without power of revocation and new appointment, or by his will or any codicil thereto, direct, limit, or appoint, AND IN DEFAULT of and until any such appointment, and so far as no such appointment shall extend, TO THE USES, upon the trusts, and with and subject to the powers, provisions, and declarations which, under or by virtue of the hereinbefore recited indre of settlement, were subsisting or capable of taking effect in the sd premises immediately before the execution of these presents, and so as to restore and confirm the same uses, trusts, powers, provisions, and declarations.

To such uses as A. and B. appoint.

In default.

To such uses as B. shall appoint.

In default.

To original uses.

IN WITNESS, &c. (*i*).

(*i*) To be enrolled under 3 & 4 Wm. IV., c. 74, s. 41.

VI.

SURRENDER *out of court of* COPYHOLDS *by* LEGAL TENANT [IN TAIL IN POSSESSION *for barring the entail (without recitals) (k).*

The manor of —— in the county of ——. } The —— day of ——.

Memorandum of surrender.

BE IT REMEMBERED that on the day above mentioned, A., *tenant in tail,* of, &c., one of the customary tenants of the sd manor, came before X., [deputy] steward of the sd manor, and for the purpose of defeating and barring all estates in tail [male or in tail] of the sd A. in the hereditaments hereinafter mentioned, and all estates, rights, interests, and powers to take effect after the determination or in defeasance of such estates in tail [male or in tail], did out of court surrender into the hands of the lord of the sd manor by the hands and acceptance of the sd [deputy] steward by the rod according to the custom of the sd manor, *parcels, see Precedent* I., p. 449, with the appurtenances to the sd premises belonging, to which said hereditaments and premises the sd A. was admitted at a general court held for the sd manor on the —— day of —— to hold to him the sd A. and the heirs of his body according to a devise of the same premises contained in the will of L., late of, &c., deceased, therein mentioned or referred to, *estate clause,* p. 264: To THE USE of the sd A., his heirs and assigns, for ever, according to the custom of the sd manor, by and under the rents, fines, heriots, suits, and services due and of right accustomed for the same.

To use of surrenderor in fee.

Signature of A.

Taken and acknowledged the day and year above written. } X., [deputy] steward of the said manor.

(*k*) See 3 & 4 Wm. IV., c. 74, ss. 50 to 54. To be entered on the Court Rolls.

VII.

SURRENDER *out of Court of* COPYHOLDS *by* LEGAL TENANT IN TAIL *with* CONSENT *of* PROTECTOR *for barring the entail* (*the title being recited*) (*l*).

The manor of ——, in the county of ——. } The —— day of ——, in the year ——.

WHAS, &c., *recite settlement or will, &c., admission, and facts showing that A. is tenant in tail and B. protector:* NOW BE IT REMEMBERED that on the day and year first above written the sd A. came before me, X., [deputy] steward of the sd manor, and for the purpose, &c., *as in last Precedent*, and with the consent of the sd B. as protector of the settlement of the sd hereditaments testified by his signature hereunder written, did out of court surrender into the hands of the lord of the sd manor by the hands and acceptance of me, the sd [deputy] steward, by the rod according to the custom of the said manor, *parcels*, with the appurtenances to the sd premises belonging, *estate clause*, p. 264: To THE USE of the sd A., his heirs and assigns, for ever, according, *&c., as in last Precedent.* Memorandum of surrender. To use of surrenderor.

Signature of A.

Taken and acknowledged the day and year, &c., by me. } X., [deputy] steward.

I, the above-named B., as protector of the settlement above-mentioned, do hereby declare my consent to the above surrender: As WITNESS my hand the day and year first above written. Consent of protector.

Witness, C.

Signature of B.

(*l*) See 3 & 4 Wm. IV., c. 74, ss. 50 to 54. To be entered on the Court Rolls.

VIII.

SURRENDER *of* COPYHOLDS *by* EQUITABLE TENANT IN TAIL *in* POSSESSION *to bar the entail.* VARIATION *where there is a* PROTECTOR *who consents* (*m*).

The manor of ——, in the county of ——. } The —— day of ——, in the year ——.

WHAS, &c., *recite settlement or will, and facts showing that A. is equitable tenant in tail* [*and B., protector*]: NOW BE IT REMEMBERED that on the day and year first above written, the sd A. came before me, X., [deputy] steward of the sd manor, and for the purpose of defeating and barring all estates in tail [male or in tail] in equity or otherwise of him the sd A., in the hereditaments hereinafter mentioned, and all estates, &c., *as in Precedent* VI., [and with the consent of the sd B. as protector of the settlement of the sd hereditaments testified by his signature hereunder written] did out of court surrender into the hands of the lord of the sd manor, &c., *as in Precedent* VI.

Memorandum of surrender.

Signature of A.

Taken and acknowledged the day and year, &c., by me. } X., [deputy] steward.

[*Memorandum of consent of protector as in last Precedent.*]

IX.

DEED *for barring* ESTATES TAIL *in* FREEHOLDS *and* MONEY, *and* EQUITABLE ESTATES TAIL *in* COPYHOLDS, *and enlarging* BASE FEES *in* FREE-

(*m*) See 3 & 4 Wm. IV., c. 74, ss. 50 to 54. To be entered on the Court Rolls.

HOLDS *and* EQUITABLE BASE FEES *in* COPYHOLDS (*n*).
A short form without recitals.

Parties, A., *tenant in tail*, 1; B., *grantee to uses*, 2. WITNESSETH that the sd A. doth hereby grant unto the sd B. and his heirs ALL AND SINGULAR the messuages, lands, tenements, tithes, and hereditaments of freehold tenure whatsoever and wheresoever situate or arising, of or to which he, the sd A., is seised or entitled for any estate in tail male or in tail at law or in equity: AND ALSO all and singular the messuages, lands, tenements, and hereditaments of copyhold or customary tenure whatsoever and wheresoever situate of or to which he, the sd A., is seised or entitled for any estate in tail male or in tail in equity only, with the appurtenances to the sd premises belonging, *estate clause*, TO HOLD all the sd premises UNTO the sd B. and his heirs, TO THE USE of and in trust for the sd A., his heirs and assigns, for ever, FREED and discharged, &c., *as in Precedent* I., but as to the sd hereditaments of copyhold or customary tenure according to the custom of the several manors of which the same are respectively holden: AND THIS INDRE ALSO WITNESSETH that the sd A. doth hereby grant unto the sd B. and his heirs, ALL AND SINGULAR (if any) the messuages, lands, tenements, tithes, and hereditaments of freehold tenure whatsoever and wheresoever situate or arising, in which an estate in tail male, or in tail (of which the sd A., if such estate had not been barred, would have been actual tenant), has been barred and converted into a base fee: AND ALSO all and singular (if any) the messuages, lands, tenements, and hereditaments of copyhold or customary tenure whatsoever and wheresoever situate, in which an estate in tail male or in tail in equity merely (of which the sd A., if such estate had not been barred,

Witnesseth.
Grant.
Entailed parcels.
Habendum to grantee.
To use of grantor in fee.
Witnesseth.
Grant.
Base fee parcels.

(*n*) See 3 & 4 Wm. IV., c. 74, ss. 41 to 47. To be enrolled under s. 41, and entered on the Court Rolls of the manors under s. 53, within six calendar months after execution. *Gibbons* v. *Snape*, 1 D. J. & S. 621.

would have been actual tenant), has been barred and converted into a base fee, with the appurtenances to the same respective premises belonging, *estate clause*, To HOLD the sd last mentioned premises UNTO the sd B. and his heirs TO THE USE of and in trust for the sd A., his heirs and assigns, for ever, so as to enlarge the base fee now vested in him as aforesd into a fee simple absolute, but as to the sd hereditaments of copyhold or customary tenure according to the custom of the several manors of which the same are respectively holden: AND THIS INDRE ALSO WITNESSETH that the sd A. doth hereby grant and assign unto the sd B. and his heirs ALL THAT the sum of, &c., in the Chancery Division of the High Court of Justice, standing to the credit of the cause of X. *v.* Y., *reference to record*, the account of, &c. (*o*) And the hereditaments to be purchased therewith: AND ALL other monies, stocks, funds, and securities (if any), whether in court or not, which, or the proceeds of the sale of which, are subject to be invested in the purchase of hereditaments of which the sd A. would be tenant in tail male or in tail; And the hereditaments to be purchased therewith, *estate clause*, To HOLD the sd premises lastly hereinbefore expressed to be hereby granted and assigned UNTO the sd B. and his heirs, FREED and discharged, &c., *as in Precedent* I., IN TRUST for the sd A., his exors, admors, and assigns, as personal estate.

Habendum. To grantee. To use of grantor in fee.

Witnesseth. Grant and assignment of money in court.

Habendum. To grantee. In trust for grantor.

IN WITNESS, &c.

(*o*) As to the necessity for a disentailing deed, where the money is in Court, see Davidson, Prec. III., p. 1302, 3rd ed.; *Re Butler's Will*, L. R. 16 Eq. 479; *Re Row*, L. R. 17 Eq. 300; *Re Wood's Settled Estates*, L. R. 20 Eq. 372; *Re Broadwood's Settled Estate*, 1 Ch. D. 438; *Re Reynolds*, 3 Ch. D. 61.

X.

PROTECTOR'S CONSENT *to the barring of an estate tail* (*p*).

TO ALL TO WHOM, &c., A., *protector*, of ——, sends greeting, *Recite settlement shortly, showing that A. is protector and B. tenant in tail:* NOW THESE PRESENTS WITNESS that the sd A., as protector of the said settlement, doth hereby give his consent to every or any disposition which the said B. shall make of the messuages, lands, tenements, tithes, hereditaments, and premises comprised in, or which are now by any means subject at law or in equity to the subsisting uses of the sd settlement, or any of such premises, or any part thereof. Witnesseth. Consent.

IN WITNESS, &c.

(*p*) See 3 & 4 Wm. IV. c. 74, s. 34. To be enrolled in Chancery under s. 46.

EXCHANGES.

I.

AGREEMENT *for an* EXCHANGE *of* FREEHOLDS *with* FREEHOLDS, COPYHOLDS, *or* LEASEHOLDS, *and for payment of an agreed* SUM *for* EQUALITY. VARIATION *where such sum is to be fixed by* ARBITRATION (*q*).

Parties.

AGREEMENT made this —— day of ——, 18 ——, BETWEEN A., of, &c., of the one part, and B., of, &c., of the other part.

Recitals of title.

Recite title of A. to freeholds described in first schedule in fee [*subject to incumbrances hereinafter mentioned*]. *Similar recital of title of B. to freeholds or copyholds in second schedule* [*or, if leasehold,* AND WHAS the sd B. is possessed of the leasehold hereditaments described in the second schedule hereto for the residue now unexpired of a term of —— years from the —— day of ——, under an indre of lease dated, &c., and expressed to be made &c., subject to the yearly rent of £——, and to the covenants and condi-

(*q*) As to exchanges, see Davidson, Prec., vol. ii. part i. Reference may be made to the enactment in 8 & 9 Vic. c. 106, s. 4, doing away with the mutual implied warranty of title which was productive of great inconvenience in exchanges at common law. As to exchanges by the Commissioners under the General Enclosure Acts which are now extensively made use of, not only in cases where the parties are unable otherwise to effect a valid exchange, but also where they are so able but are desirous of saving the expense of the double investigation of title, see note to the next Precedent, and Cooke's edition of the Acts. Recourse cannot, however, be had to the Acts where the inequality in value exceeds one-eighth.

tions in the same indre contained :] And whas the sd A. and B. have agreed to make an exchange, by way of mutual conveyance, of the sd respective hereditaments described in the first and second schedules hereto, and for the payment of a sum of money for equality of value in manner hereinafter mentioned: NOW IT IS HEREBY AGREED as follows :— Agreement.

1. The sd A. shall, in consideration of the hereditaments hereby agreed to be conveyed by the sd B. to the sd A. [and of the sum of money to be paid by the said B. to the sd A. as hereinafter mentioned], convey to the sd B. the hereditaments described in the first schedule hereto, with the appurtenances thereof, and the inheritance thereof in fee simple in possession free from incumbrances [except as hereinafter mentioned.] Conveyance by A.

2. *Similar agreement for conveyance by B. of the hereditaments described in second schedule ; or, if copyhold,* The sd B. shall, in consideration, &c., convey to the sd A. the hereditaments described in the second schedule hereto, with the appurtenances and the inheritance thereof in fee simple in possession, according to the custom of the sd manor, subject to the rents, fines, and services due and payable for the same, but free from all other incumbrances [except as hereinafter mentioned] ; *or, if leasehold,* The sd B. shall, in consideration, &c., assign to the sd A. the hereditaments described in the second schedule hereto for the residue now to come of the sd term of —— years, subject to the sd yearly rent of £——, and the covenants and conditions in the sd indre of lease contained, but free from all other incumbrances [except as hereinafter mentioned]. Conveyance by B.

3. [*Provision as to incumbrances, if any, subject to which the respective premises are conveyed*] (*r*).

4. The sd premises belonging to the sd A. being considered to be of greater value than the sd premises belonging to the sd B. [by the sum of £——], the sd B. shall, upon Payment of money for equality.

(*r*) See Conditions of Sale.

the execution of the conveyance or assurance to him of the sd premises of the sd A., pay to the sd A., at the office of Messrs. ——, at ——, the sum of £—— for equality of value, *or*, "a sum of money for equality of value to be fixed, at the joint expense of the parties, by C., of, &c., and D., of, &c., or in case of difference by an umpire, to be appointed by such referees in writing before entering on the reference; and the decision of the sd referees or their umpire shall be final," *or*, "the difference in value of the sd premises shall be made good by a payment in money, to be made by the sd A. to the sd B., or by the sd B. to the sd A. (as the case may be), and the amount and time of payment thereof, and the mode in which the sd sum shall be paid, namely, whether by a sum in gross or by instalments or by way of rent-charge, and the mode in which the payment, if postponed, shall be secured, shall be fixed, *&c., as before*, and the sd money shall be paid or secured accordingly."

Abstract. 5. Each of them, the sd A. and B. shall, at his own expense, make and deliver to the other of them or his solicitor, within one calendar month from the date hereof, an abstract of his title to the sd respective premises; [but the sd A. shall not require the production of the title of the lessor of the said leasehold premises [or of the superior landlord or landlords thereof], and the production of the receipt for the last quarter's rent of the same premises previously to the completion of the assignment thereof to the sd A., shall be accepted as sufficient evidence of the due observance and performance of all the covenants and conditions contained in the sd lease [and in the superior lease], up to the date of such assignment].

Completion and conveyance. 6. Each of the sd parties (together with all other necessary parties, if any) shall, on or before the —— day of ——, execute or make a proper assurance of the sd premises belonging to him unto the other of them free from incumbrances [save as aforesd]; the conveyance [of the sd freehold premises] to contain the usual covenants for title [subject as aforesd], and further assurance, and to be prepared by and at

the expense of the party to whom the same is made [the sd B.,] [and the sd B. shall also execute a proper deed of covenant for the title [subject as aforesd] and further assurance of the sd copyhold premises, to be prepared by and at the expense of the sd A.]; [*or, if leasehold,* and the assignment of the sd leasehold premises to contain the usual covenants on the part of the sd B. for title and further assurance, and to be prepared by and at the expense of the sd A., and the sd A. shall, if required, covenant in the sd assignment to indemnify the sd B. against the rent and covenants of the sd lease.]

Possession and outgoings.

7. Each of the sd parties shall be entitled to the possession or receipt of the rents and profits of, and shall discharge the outgoings in respect of, the premises hereby agreed to be conveyed or assured to him from the —— day of ——.

Interest on non-completion.

8. If from any cause whatever the sd respective conveyances and assurances shall not be completed on or before the sd —— day of —— next, interest at the rate of £5 per cent. per annum upon the sum to be paid for equality of value as aforesd shall be paid by the sd B., *or,* "the party by whom such sum shall be payable," from the sd —— day of —— next, until the completion of the sd conveyances and assurances. *Add provision for compensation for misdescription and any other provisions as to title, identity, expenses, retention of deeds, or otherwise, which may be required, as on a sale. See* "Agreements" *and* "Conditions of Sale."

In witness, &c.

Two schedules of parcels.

II.

AGREEMENT *for an* EXCHANGE *to be carried out by the* COPYHOLD TITHE *and* INCLOSURE COMMISSIONERS (*s*).

MEMORANDUM of Agreement made the —— day of ——, BETWEEN A., of, &c., of the one part, and B., of, &c., and C., of, &c., of the other part. *Recitals showing the title of the parties:* AND WHAS the sd A. has agreed with the sd B. and C. to make such exchange as is hereinafter mentioned: NOW IT IS HEREBY AGREED as follows:—

Parties.

Recitals.

Agreement to exchange.

1. THE SD A. shall give to, and cause to be vested in the sd B. and C., their heirs and assigns, the hereditaments described in the first schedule hereto, with the appurtenances thereto belonging, in exchange for the hereditaments described in the second schedule hereto, with their appurtenances, which shall be given by the sd B. and C. to or caused by them to be vested in the sd A., his heirs and assigns.

Completion.

2. THE EXCHANGE shall be effected within —— calendar months from the date hereof, and shall be carried out and perfected by the Copyhold Tithe and Inclosure Commissioners, under the provisions of the acts of parliament relating to the exchange of lands.

Costs.

3. ALL THE costs and expenses of and incidental to these presents, and the carrying out and perfecting of the sd exchange, shall be borne and paid as to one moiety by the sd A., and as to the other moiety by the sd B. and C.

Determination on non-completion.

4. IN CASE, by reason of the default of either of the sd parties hereto, or for any other reason, the sd exchange shall not be perfected within —— calendar months from the date hereof, it shall be lawful for either of the sd parties (not being the party in default), at any time after the expiration

(*s*) See 8 & 9 Vic. c. 118, s. 147, &c.; 9 & 10 Vic. c. 70; 10 & 11 Vic. c. 111, ss. 4 and 6; 12 & 13 Vic. c. 83, ss. 7 and 11; 15 & 16 Vic. c. 79, s. 17, &c.; 17 & 18 Vic. c. 97; 20 & 21 Vic. c. 31, s. 4, &c.; 31 & 32 Vic. c. 89, and see note to last Precedent, p. 462.

of such period, to determine this agreement by notice in writing to the other of the sd parties [in which case the party in default shall reimburse the other party on demand all costs and expenses incurred by him or them in relation to the sd intended exchange.]

In witness, &c.

III.

EXCHANGE *of* Freeholds *between tenants in fee simple by* One deed (*t*). Variations *where there are no recitals.*

Parties, A., *owner of one property to be exchanged*, 1; B., *owner of other property*, 2. *Recitals of A.'s seisin in fee simple of* "the —— and hereditaments first hereinafter expressed to be hereby granted, and which are described in the first schedule hereto"; *And of B.'s seisin in fee simple* "of the —— and hereditaments secondly hereinafter expressed to be hereby granted, and which are described in the second schedule hereto:" And whas the sd A. has agreed with the sd B. for the exchange of the sd —— and hereditaments described in the first schedule hereto for the sd —— and hereditaments described in the second schedule hereto, *or omit the recitals:* NOW THIS INDRE WITNESSETH that [in pursuance of the sd recited agreement and] in consideration of the conveyance in exchange hereinafter made by the sd B., He, the sd A., doth hereby grant unto the sd B., his heirs and assigns, *parcels in first schedule*, p. 253, *general words*, p. 264, *estate clause*, p. 264: To have and to hold the sd premises hereinbefore expressed to be hereby granted Unto the sd B., his heirs and assigns, To the use of the sd B., his heirs

Recitals.

Agreement.

Witnesseth.

Grant.

Habendum.

To use of grantee.

(*t*) It is more usual to have two deeds. See the next Precedent.

and assigns for ever, *if no recitals add,* "in exchange for the —— and hereditaments hereinafter expressed to be hereby granted in exchange by the sd B., and described in the second schedule hereto;" *Similar grant by B., to A. of premises in second schedule:* To have and to hold the sd premises lastly hereinbefore expressed to be hereby granted Unto the sd A., his heirs and assigns, To the use of the sd A., his heirs and assigns for ever, *if no recitals add,* "in exchange for the sd —— and hereditaments hereinbefore expressed to be granted in exchange by the sd A.": And the sd A. doth hereby for himself, his heirs, exors, and admors, covenant with the sd B., his heirs and assigns, *usual covenants for title as on a sale,* p. 268, *as to,* "the sd premises first hereinbefore expressed to be hereby granted;" *Covenant by A. for production of deeds,* p. 288. *Similar covenants by B. with A. as to,* "the sd premises secondly hereinbefore expressed to be hereby granted."

Covenants for title.

In witness, &c.

Two Schedules of Parcels.

IV.

CONVEYANCE *of* Freeholds *by way of* Exchange *for freeholds conveyed by a* Deed *of even date.* Variation *where* Money *is received by grantor for* Equality *of exchange.*

Parties, A., *owner of property now conveyed,* 1; B., *owner of property conveyed by deed of even date,* 2. *Recite A.'s seisin in fee of* "the —— and hereditaments hereinafter expressed to be hereby granted, which are described in the [first part of the] schedule hereto:" And whas the sd A. has agreed with the sd B. for the exchange of the sd —— and hereditaments hereinafter expressed to be hereby granted for a piece of land and hereditaments belonging to the sd B.,

Recitals.

Agreement.

situate, &c., which are [described in the second part of the sd schedule hereto, and are] expressed or intended to be conveyed to the sd A. by the indre of even date herewith hereinafter recited: [AND WHAS upon the treaty for the sd exchange it was agreed that the sd B. should pay to the sd A. the sum of £—— for equality of exchange]; *Recite conveyance of even date of the land given in exchange by B. Recital introductory to covenant for production*, p. 248: NOW THIS INDRE WITNESSETH that, in pursuance of the sd agreement and in consideration of the conveyance contained in the sd indre of even date herewith [and of the sum of £—— upon the execution of these presents paid by the sd B. to the sd A. for equality of exchange, the receipt whereof is hereby acknowledged], the sd A. doth hereby grant unto the sd B., his heirs and assigns, *parcels, general words, estate clause:* TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO AND TO THE USE of the sd B., his heirs and assigns for ever. *Covenants by A. for title as on a sale*, p. 268, *and for production of deeds*, p. 288.

Sum to be paid for equality.

Witnesseth.

Grant.

Habendum.

To use of grantee.

IN WITNESS, &c.

Schedule of Parcels.

V.

CONVEYANCE *of lands taken in* EXCHANGE *to the* USES *of* STRICT SETTLEMENT *with the concurrence of* MORTGAGEE, *a sum being paid by grantor for* EQUALITY *of exchange.*

Parties, A., *owner of property conveyed*, 1; B., *mortgagee*, 2; C. and D., *trustees of settlement*, 3. *Recite mortgage by A. to B. of the* "hereditaments hereinafter expressed to be hereby granted," p. 234; *Strict settlement of estates, including the lands to be given in exchange, setting out in full power of*

Recitals.

sale and exchange vested in C. and D., power to give or receive money for equality of exchange, and trustees' receipt clause, if any: And whas the sd C. and D. as such trustees as aforesd, and in exercise of the power in that behalf given to them by the hereinbefore recited indre of settlement, have agreed with the sd A. for an exchange of the fee simple in possession of certain pieces of land and hereditaments, containing —— acres or thereabouts, situate, &c., forming part of the hereditaments comprised in the sd indre of settlement, for the fee simple in possession of the pieces of land and hereditaments hereinafter expressed to be hereby granted, and that the sd A. shall pay to the sd C. and D. the sum of £—— for equality of exchange. *Agreement of B. to concur:* And whas the sd C. and D. have directed that the sd hereditaments agreed to be taken by them in exchange as aforesd, shall be assured to the uses of the sd hereinbefore recited indre of settlement in manner hereinafter appearing: And whas, by an indre bearing even date with these presents, and expressed to be made between the sd C. and D. of the one part and the sd A. of the other part, the sd hereditaments agreed to be given in exchange by the sd C. and D. as aforesd, have been assured unto and to the use of the sd A., his heirs and assigns, in consideration of the assurance intended to be hereby made, and of the payment by the sd A. to the sd C. and D. of the sd sum of £——, agreed to be paid by him to them for equality of exchange as aforesd: NOW THIS INDRE WITNESSETH that, in pursuance of the sd recited agreement and in consideration of the assurance made by the sd indre of even date herewith, the sd A. doth hereby grant, and the sd B. for the purpose of conveying and releasing all such estate and interest, claim, and demand as is vested in him as such mortgagee as aforesd, doth hereby, at the request of the sd A., grant and release unto the sd C. and D., and their heirs, *parcels, general words, estate clause:* To have and to hold all the sd premises hereinbefore expressed to be hereby granted Unto the sd C. and D., and their heirs, discharged from

Agreement.

Hereditaments to be conveyed to uses of settlement.

Conveyance of other land to grantor.

Witnesseth.

Grant.

Habendum.

To trustees

all principal monies secured by the sd indre of mortgage, and all interest now due or hereafter to become due for the same, and all claims and demands thereunder: To SUCH of the uses upon such of the trusts, and with and subject to such of the powers, provisoes, and declarations in and by the hereinbefore recited indre of settlement, limited, declared, and contained of and concerning the hereditaments therein comprised as are now subsisting or capable of taking effect. *Covenant by B. against incumbrances*, p. 284, *and by A. for title as in a conveyance on sale*, p. 268, *and production of deeds*, p. 288.

free from mortgage.

To uses of settlement.

IN WITNESS, &c.

INDEMNITY.(u)

I.

INDEMNITY *to* PURCHASER *of* LAND CHARGED *with* DEBTS *and* LEGACIES, *effected by a* DEMISE *to* TRUSTEES *of lands of which the Vendor is seised in fee.*

Recitals. Parties, A., *vendor*, 1; B., *purchaser*, 2; C. and D., *trustees*, 3. *Recitals showing that A. is seised in fee of the lands* "hereinafter expressed to be hereby bargained and sold:" *That under the will of K. he became seised in fee of the —— estate, subject to a charge of debts and legacies: Sale of part of the —— estate to B. and conveyance:* AND WHAS, upon the treaty for the sd sale, it was agreed that the sd A. should bargain and sell the lands and hereditaments hereinafter expressed to be hereby bargained and sold to the sd C. and D., their exors, admors, and assigns, for the term and in manner and upon the trusts hereinafter mentioned and contained for indemnifying the sd B., his heirs, exors, admors, and assigns, from and against the debts and legacies charged by the sd will on the sd premises conveyed to him by the hereinbefore recited indre, and otherwise in respect thereof as hereinafter appears: NOW THIS INDRE WITNESSETH that, in pursuance of the sd recited agreement, and in consideration of the premises, and of

Agreement.

Witnesseth.

(u) See also RELEASES.

5*s.* upon the execution of these presents paid to the sd A. by the sd C. and D.(*x*), he the sd A. doth hereby bargain, sell, and demise unto the sd C. and D., their exors, admors, and assigns, *parcels, general words, omitting the estate clause,* TO HAVE AND TO HOLD the same premises UNTO the sd C. and D., their exors, admors, and assigns, for the term of 1000 years from the day next before the date of these presents, without impeachment of waste, but upon the trusts and for the purposes hereinafter declared of and concerning the same, that is to say, UPON TRUST in case any action or proceeding shall be commenced or any claim or demand shall be made against the sd B., his heirs or assigns, or against the sd hereditaments and premises conveyed to the sd B., his heirs and assigns by the hereinbefore recited indre of &c., or any part or parts thereof in respect of the debts and legacies charged on the same hereditaments and premises by the sd will of the sd K. as hereinbefore recited or any of them, [and the same debts and legacies shall not be satisfied by the sd A., his heirs, exors, admors, or assigns, as aforesd, within the space of three calendar months after the time or respective times that such action or proceeding shall be commenced or such claim or demand shall be made,] then and in every such case the sd C. and D., or the survivor of them, or the exors or admors of such survivor, their or his assigns shall, by and out of the rents and profits of the sd premises hereinbefore expressed to be hereby bargained and sold, or by the sale of timber or minerals, or by [sale or] mortgage of the same premises or any of them for all or any part of the sd term, or by all or any of the means aforesd, or by any other reasonable means, from time to time levy and raise such sum or sums of money as shall be sufficient to pay and satisfy all sums of money, damages, costs, and expenses which the sd B., his heirs, exors,

Bargain and sale.

Habendum to trustees for term.

Upon trust to indemnify purchaser.

(*x*) A nominal consideration is stated in order to raise a use in favour of the trustees, without which they would only obtain an *interesse termini* until actual entry.

admors, or assigns, shall pay or incur by reason or on account of any such action, proceeding, claim, or demand as aforesd, and also such sum or sums of money as shall be required to defray and satisfy all costs and expenses incurred in or about the execution of the trusts of the sd term, or which the sd C. and D., their heirs, exors, admors, or assigns, or the trustees for the time being of these presents or any of them may incur in consequence of any action or other proceeding which may be brought or instituted for raising any money under the trusts of the sd term or in anywise relating thereto, and shall apply the moneys so to be levied and raised as aforesd accordingly, and shall pay the surplus, if any, of the same moneys to the sd A., his heirs or assigns, AND SUBJECT and without prejudice to the trusts aforesd, shall permit the sd A., his heirs and assigns, to receive the rents and profits of the sd premises hereinbefore expressed to be hereby bargained and sold for his and their own benefit: PROVIDED ALWAYS and it is hereby agreed and declared that in case no claim or demand shall be made against the sd B., his heirs or assigns, or against the sd hereditaments and premises conveyed to the sd B. by the hereinbefore recited indre of, &c., in respect of any of the sd debts or legacies within the period of —— years from the date of these presents, or in case any such claim or claims, demand or demands shall be made, and all such claims and demands shall be otherwise paid and satisfied within three calendar months next after the same respectively shall have been made, and if the sd B., his heirs, exors, admors, or assigns, and also the sd C. and D., and their respective heirs, exors, admors, or assigns, or the trustees for the time being of these presents, shall be reimbursed and satisfied by the sd A., his heirs, exors, admors, or assigns, upon demand, all such moneys, damages, costs, and expenses, as he or they respectively shall pay or incur by reason or on account of every such action, proceeding, claim, or demand as aforesd, or in or about the execution of the trusts of these presents or otherwise in respect of the

Proviso for cesser of term.

premises, then and in such case the sd term of 1000 years shall immediately on the expiration of the sd period of —— years be assigned or surrendered unto the sd A., his heirs, exors, admors, or assigns, if so required, or shall otherwise cease and determine to all intents and purposes whatsoever: AND IT IS HEREBY AGREED AND DECLARED that, upon any [sale or] mortgage purporting to be made in pursuance of the trusts hereinbefore contained, the [purchaser or purchasers] mortgagee or mortgagees shall not be bound to enquire as to the necessity or occasion for raising any money for the purposes aforesd, or to see to the application of his or their [purchase or] mortgage money, and any such mortgage may be made with a power of sale and with such other provisions for the benefit of the mortgagee or mortgagees or otherwise as may be deemed expedient. *Covenant by A. with C. and D. for right to bargain, sell, and demise,* "and that if any such claim or demand as aforesd shall be made and shall not be satisfied, together with all such moneys, damages, costs, and expenses as aforesd, within the space of three calendar months next after the same shall be made, paid, or incurred," *continue covenants for quiet enjoyment, free from incumbrances and further assurance, the covenants being similar to those in a mortgage of leaseholds, see* MORTGAGES.(*a*)

Provision for protection of purchasers and mortgagees.

Covenants.

IN WITNESS, &c.

II.

DEED *of* DECLARATION *of* TRUST *of a sum of* CONSOLS *produced by* INVESTMENT *of part of* PURCHASE MONEYS *for* INDEMNIFYING *the purchaser against a* CONTINGENT EQUITABLE CHARGE.

Parties, A., *vendor*, 1; B., *purchaser*, 2; C. and D., *trus-*

(*a*) The trustees' receipt clause and power to appoint new trustees are omitted, in reliance on the provisions of 23 & 24 Vic. c. 145, but if deemed

Recitals. Contract for sale.

tees, 3. WHAS the sd A. lately entered into a contract for the sale to the sd B. of certain hereditaments situate in the parish of ——, in the county of ——, known as, &c., and forming part of an estate called the —— estate, and the fee simple and inheritance thereof in possession free from incumbrances at the price of £——: AND WHAS during the investigation of the title the sd B. received notice of a contingent equitable charge on the sd —— estate of the sum of £——, raisable with interest, and payable to such child or children of the late L. as shall attain the age of twenty-one years: AND WHAS the sd L. had two children only, namely M. and N., who are minors of the respective ages of —— years and —— years or thereabouts: AND WHAS it has been agreed between the sd parties hereto that, for the purpose of effectually indemnifying the sd B., his heirs and assigns, and the sd hereditaments contracted to be sold to him as aforesd, against the sd contingent charge of £—— and interest, in case the same shall become raisable and payable, and from all claims in respect thereof, a sum of £——, part of the sd purchase money of £——, should be invested in the names of the sd C. and D. upon such trusts as are hereinafter declared and contained concerning the same, and that the sd A. should enter into the covenants hereinafter contained. *Recite conveyance of even date of*, "the sd hereditaments forming part of the —— estate," *to B.* AND WHAS immediately before the execution of these presents, the sd B. has, with the privity and approbation of the sd A., invested the sum of £——, part of the sd purchase money which in the sd conveyance is stated to have been paid to the sd A., in the purchase of the sum of £—— £3 per Cent. Consolidated Bank Annuities in the names of the sd C., a trustee nominated by the sd A., and of the sd D., a trustee nominated by the sd B. NOW THIS INDRE WITNESSETH that in further pursuance of the sd recited agreement, and in

Purchaser received contingent equitable notice of charge.

Persons entitled to charge.

Agreement for indemnifying purchaser.

Investment of part of the purchase-money.

Witnesseth.

expedient, they may be inserted immediately before the covenants for title; for forms, see SETTLEMENTS.

consideration of the premises, it is hereby agreed and declared that the sd C. and D., and the survivor of them, and the exors and admors of such survivor shall henceforth stand possessed of the sd sum of £—— Bank Annuities upon the trusts and for the purposes hereinafter declared concerning the same, that is to say, UPON TRUST to save harmless and keep indemnified the sd hereditaments comprised in and expressed to be conveyed by the sd indre of even date herewith and every part thereof, and the appurtenances thereof, and the sd B., his heirs and assigns, in respect thereof, from and against all and every part of the sd sum of £—— and interest charged thereon, and raisable and payable in the events aforesd, and also from and against all and every sum and sums of money, costs, charges, and expenses, which the sd B., his heirs, exors, admors, or assigns, may at any time hereafter incur or become liable to pay by reason or in consequence of any claims, demands, actions, or other proceedings, to be made, set up, or instituted at any time or times hereafter by the sd M. and N., or either of them, or the exors, admors, or assigns, of either of them, in respect of the sd sum of £—— and interest, or any part thereof; and in case the sd B., his heirs, exors, admors, or assigns, or any of them shall, in respect of the hereditaments comprised in the sd indre of even date herewith, or any part or parts thereof, incur or become liable to pay the sd sum of £—— and interest, or any part thereof respectively or any such costs, charges, and expenses as aforesd, then and from time to time and so often as the same shall happen, at the request of the sd B., his heirs, exors, admors, or assigns, by, with, and out of the dividends of the sd Bank Annuities, or by the sale of the same, or a competent part thereof, to pay and satisfy the sum of money, with interest, which the sd B., his heirs, exors, admors, or assigns, shall so incur or become liable to pay, together with such costs, charges, and expenses as aforesd, and all expenses of raising the same and carrying the present trusts into effect, and subject to the trusts aforesd UPON TRUST to permit the sd A., his

Declaration of trust.

To indemnify purchaser.

Subject thereto

pay interest to vendor. exors, admors, or assigns, to receive the dividends of the sd sum of £—— Bank Annuities: And in case no such If no claim arises. claim, demand, action, or other proceeding as aforesd, shall be made, set up, commenced, or instituted before the —— day of —— in the year ——, *i.e., twelve years from the day when the younger child will attain the age of twenty-one* (*b*), or if the sd M. and N. shall both die without having attained the age of twenty-one years, or in case both or either of them the sd M. and N. shall attain the age of twenty-one years, and the sd A., his exors or admors, shall pay to them or him (as the case may be), or to their or his exors or admors, the sd sum of £——, together with such interest as may become payable thereon, and shall also pay to the sd B., his heirs, exors, admors, or assigns, all costs, charges, and expenses which he or they may have incurred or become liable to pay by reason or in consequence of any such claims, demands, To transfer to vendor. actions, or proceedings as aforesd: Then upon trust to transfer the sd sum of £—— Bank Annuities, or so much thereof as shall not have been sold or disposed of for the purposes aforesd, or any of them, to the sd A., his exors, admors, or assigns, for his or their own benefit: AND Further witnesseth. THIS INDRE ALSO WITNESSETH that in further pursuance of the sd agreement, and in consideration of the Charge by vendor premises the sd A. doth hereby charge the sd sum of £—— and interest (in the events in which the same will be- on remainder of estate, come raisable and payable as aforesd) on the remaining portion of the sd —— estate, in exoneration of the sd hereditaments comprised in the sd indenture of even date herewith: and covenant for indemnity. And doth hereby for himself, his heirs, exors, and admors, covenant with the sd B., his heirs and assigns, that he the sd A., his heirs, exors, and admors, will effectually save harmless and keep indemnified the sd B., his heirs, exors, admors, and assigns, and also the sd hereditaments comprised in the sd indre of even date herewith from the sd sum of £—— and interest, and every part thereof, and from all

(*b*) See the Real Property Limitation Act, 1874, s. 8.

such costs, charges, and expenses, claims, demands, actions, and proceedings, as aforesd (*c*).

In witness, &c.

III.

INDEMNITY *to a Purchaser against a* Perpetual Rent-charge *by the* Creation *of another* Rent-charge *out of part of the property subject to the original rent-charge.*

Parties, A., *vendor*, 1; B., *purchaser*, 2; Whas by an indre, &c., the hereditaments described in the first and second schedules hereto were charged with a perpetual yearly rent-charge of £—— for the benefit of C., his heirs and assigns, and certain powers and remedies were thereby given to the sd C. for securing the sd rent-charge: And whas by an indre, &c., the hereditaments specified in the sd schedules hereto were, together with other hereditaments, assured (but subject as to the sd hereditaments specified in the sd schedules hereto to the sd yearly rent-charge of £——), to the use of the sd A., his heirs and assigns: And whas the sd A. has contracted for the sale of the sd hereditaments described in the sd first schedule to the sd B., and upon the treaty for the sd sale it was agreed that the sd A. should execute and give such declaration and indemnity against the sd rent-charge as is hereinafter contained. *Recite conveyance of even date,* "pursuant to the sd agreement," *of the hereditaments in the first schedule to B. in fee:* NOW THIS INDRE WITNESSETH that in further pursuance of the sd agreement, and in consideration of the premises the sd A. doth hereby for himself, his heirs, exors, admors, and assigns,

Recital of creation of rent-charge.

Conveyance to A. of the lands subject to the rent-charge with other hereditaments.

Contract for sale and indemnity.

Witnesseth.

Covenant.

(*c*) A power to appoint new trustees may be inserted as in a settlement, or may be omitted in reliance on 23 & 24 Vic. c. 145, s. 27.

covenant with the sd B., his heirs and assigns, that the sd yearly rent-charge of £—— shall henceforth, and at all times hereafter, be wholly borne and discharged out of the sd hereditaments specified in the sd second schedule hereto in exoneration of the sd hereditaments specified in the sd first schedule hereto; and further that the covenants by the sd A. in the sd indre of even date herewith contained for the title to, and quiet enjoyment, freedom from incumbrances, and further assurance of the sd hereditaments specified in the sd first schedule hereto, shall be deemed to extend to and operate as an indemnity against the sd yearly rent-charge of £——: AND THIS INDRE FURTHER WITNESSETH that in pursuance of the sd agreement, and in consideration of the premises, the sd A. doth hereby grant unto the sd B. and his heirs: ALL AND SINGULAR the sd hereditaments specified in the sd second schedule hereto, *general words*, p. 264, *estate clause*, p. 264, TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby granted UNTO the sd B. and his heirs, to the uses upon the trusts, and for the purposes hereinafter expressed and declared concerning the same, that is to say, TO THE USE that the sd B., his heirs, and assigns, may henceforth receive a yearly rent-charge of £——, *the amount of the rent-charge to be indemnified against*, to be charged upon the sd hereditaments described in the sd second schedule, and to be payable by equal quarterly payments on the —— day of ——, &c., *the days of payment to be the same as those of the rent-charge to be indemnified against*, without any deduction, the first of such payments to be made on the —— day of —— next: AND TO THIS FURTHER USE AND INTENT that if any part of the sd rent-charge shall at any time be in arrear and unpaid, although no legal demand thereof shall have been made, or if and whenever any claim or demand shall be made upon the sd B., his heirs, or assigns, or upon the sd hereditaments specified in the sd first schedule hereto in respect of the sd rent-charge of £—— created by the sd

Rent-charge to be borne by hereditaments in second schedule.

Further witnesseth.

Grant.

Parcels.

Habendum.

To use that purchaser may receive rent-charge.

Powers of distress, &c.

indre of, &c., then and so often it shall be lawful for the sd B., his heirs, or assigns, to enter into and upon the sd hereditaments described in the sd second schedule hereto or any part thereof, and to distrain upon the same, and to dispose according to law of the distress or distresses then and there found, or to hold the same hereditaments and take the rents and profits thereof, to the intent that by all or any of such means or otherwise the sd rent-charge hereby created, and the arrears thereof due at the time of such entry, or afterwards to become due, and all costs and expenses occasioned by the non-payment thereof, or by any distress, entry, claim, or demand, made upon the sd B., his heirs or assigns, or upon the sd hereditaments specified in the sd first schedule hereto in respect of the sd rent-charge of £—— created by the sd indre of, &c., may be fully paid and satisfied, and such possession as aforesd when taken shall be without impeachment of waste, and subject and charged as hereinbefore is mentioned To the use of the sd A., his heirs and assigns: And it is hereby agreed and declared that the sd yearly rent-charge of £—— hereby created, and the powers of distress and entry hereinbefore limited, are limited to the sd B., his heirs and assigns, to the intent that the same rent-charge and powers may be an indemnity to the sd B., his heirs and assigns, and the sd hereditaments described in the sd first schedule hereto and every part thereof against the sd yearly rent-charge of £—— created by the sd indre of, &c., and all arrears thereof, and all powers and remedies for recovering and enforcing payment of the same, and all actions, proceedings, claims, and demands for and in respect of the sd last mentioned rent-charge or any part thereof, for which purpose it is hereby agreed and declared that if and whenever any distress or entry for any arrears now due, or hereafter to accrue due, in respect of the sd yearly rent-charge of £—— created by the sd indre of, &c., shall at any time or times hereafter be made upon the sd hereditaments described in the sd first schedule hereto, or any part or

Subject thereto to use of vendor.

Rent-charge to be indemnity to purchaser.

parts thereof, or if and whenever any claim or demand for any such arrears shall be made upon the sd B., his heirs or assigns, then the sd B., his heirs or assigns, shall apply the sd yearly rent-charge hereby created, and all moneys received by him or them under any exercise of the powers of distress or entry hereinbefore limited in satisfaction and discharge of all such arrears or future payments of the sd rent-charge limited by the sd indre of, &c., and of all costs and expenses which the sd B., his heirs or assigns, shall from time to time pay or incur by reason or in consequence of such distress, entry, claim, or demand as aforesd, or in or about the execution of the powers of these presents : AND IT IS HEREBY FURTHER AGREED and declared that until some distress or entry shall be made upon the sd hereditaments described in the sd first schedule hereto or some part thereof in respect of the sd yearly rent-charge created by the sd indre of, &c., or until the sd B., his heirs or assigns, shall make some payment in respect of the last mentioned rent-charge, the sd B., his heirs or assigns, shall stand possessed of the sd rent-charge hereby created in trust for the sd A., his heirs and assigns.

And subject thereto to be in trust for vendor.

IN WITNESS, &c. (*f*)

Two Schedules.

IV.

INDEMNITY *against a* RENT CHARGE *by grant of a* POWER *of* DISTRESS *over part of the* LAND SUBJECT *to the* RENT-CHARGE.

Recitals. Parties, A., *vendor*, 1; B., *purchaser*, 2. WHAS the sd

(*f*) Notice of this deed should be endorsed on the last conveyance of the hereditaments in the second schedule, so that purchasers may take with notice. Some practitioners insert covenants for title as in a conveyance on a sale, but it is considered that if any covenants for title are inserted they should be absolute covenants as in a mortgage. For a full form of limitation of a rent-charge, see p. 384.

A., being seised in fee simple of the —— and hereditaments specified in the first and second schedules hereto subject to the yearly rent-charge of £—— created by an indre, &c., has agreed to sell the sd hereditaments specified in the first schedule hereto to the sd B., and it has been agreed that the sd rent-charge shall be exclusively charged upon the sd hereditaments specified in the sd second schedule hereto, and that the sd A. shall grant to the sd B., his heirs, and assigns, such power of entry and distress upon the sd hereditaments specified in the sd second schedule hereto as is hereinafter contained by way of indemnity against the sd rent-charge; *Recite conveyance of even date* "in pursuance of the sd recited agreement" *by* A. *to* B. *of the hereditaments in first schedule.* NOW THIS INDRE WITNESSETH that in further pursuance of the sd recited agreement and in consideration of the premises, the sd A. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd B., his heirs and assigns, in manner following (that is to say): THAT THE sd rent-charge of £—— shall henceforth be exclusively charged upon and issuing out of the sd hereditaments specified in the sd second schedule hereto: AND FURTHER that if and whenever any distress, entry, claim, or demand, shall be made upon the sd hereditaments specified in the sd first schedule hereto, or any part or parts thereof, or upon the sd B., his heirs or assigns, for or in respect of the sd rent-charge of £——, or any part thereof, then and in every such case it shall be lawful for the sd B., his heirs or assigns, to enter into and distrain upon the sd hereditaments specified in the said second schedule hereto, or any part thereof, and the distress and distresses then and there found to take and dispose of according to law, as in cases of distress made by landlords for non-payment of rent reserved upon leases for years, to the intent that by the means aforesd the sd B., his heirs or assigns, may be fully paid and satisfied all and every sum and sums of money, costs, charges, damages, and expenses which he or they shall or may have

A's seisin and agreement.

Witnesseth.

Covenant.

Rent-charge to be borne by hereditaments in second schedule.

Power of distress.

paid or incurred by reason or in consequence of any such distress, entry, claim or demand as aforesd, or any action or other proceeding for recovering payment of the sd rent-charge of £—— or otherwise in relation thereto, and also the costs, charges, and expenses attending any distress made under the authority of these presents.

In witness, &c. (*g*).

Two Schedules.

V.

BOND *of* Indemnity *by* Vendor *to purchaser against* Specified Incumbrances.

Bond from A., vendor, to B., purchaser, p. 166.

Recitals. Whas the sd A. being seised in fee simple of the —— estate

A.'s seisin and agreement. free from incumbrances, except the legacies, jointure, portions, and charges specified in the schedule hereto, recently agreed to sell a farm and hereditaments called the —— farm, containing —— acres, situate in the parish of —— and county of ——, forming part of the sd estate to the sd B., at the

Agreement for bond. price of £——: And whas upon the treaty for the sd sale it was agreed that the sd A. should execute and give to the sd B. a bond in the penal sum of £—— with such condition for making void the same as is hereunder written.

Condition. *Recite conveyance to B. of even date of the —— farm:* NOW THE CONDITION of the above-written bond is such that if the sd A., his heirs, exors, admors, or assigns, shall from time to time, and at all times hereafter, well and sufficiently indemnify and keep indemnified the sd B., his heirs, exors, admors, and assigns, and also the sd —— farm, and every part thereof, against the payment of the sd legacies, jointure, portions, and charges specified in the sd

(*g*) See Note to last precedent.

schedule hereto, and every part thereof respectively, and all interest to become due thereon respectively, and against all actions, proceedings, accounts, claims, demands, costs, and expenses whatsoever for or in respect of the same, Then, &c.

Schedule.

VI.

BOND *of* INDEMNITY *from* VENDOR *to purchaser where* TITLE DEEDS LOST.

Bond from A. to B., p. 166.

Recitals of purchase and conveyance of even date: AND WHAS the deeds and muniments of title relating to the sd premises by the sd indre of even date herewith expressed to be granted and assigned respectively [which are specified in the schedule hereunder written] have been lost or mislaid: NOW THE CONDITION, &c., that if the sd A., his heirs, exors, or admors, shall use his and their best endeavours to discover the sd deeds and muniments [specified in the sd schedule hereto], and shall, in case the same or any of them shall be found, forthwith deliver or cause to be delivered the same whole, uncancelled, and undefaced, or in the condition in which the same shall be found unto the sd B., his heirs, exors, admors, or assigns, and if the sd A., his heirs, exors, or admors, shall at all times hereafter keep indemnified the sd B., his heirs, exors, admors, and assigns, and all and every part of the sd premises by the sd indre of even date herewith expressed to be granted and assigned respectively against all mortgages and incumbrances whatsoever in anywise affecting the sd premises, or any of them, or any part thereof, other than incumbrances to be created by the sd B., his heirs, exors, admors, or assigns, and from and against all actions, proceedings, claims, and demands, costs, damages, and expenses

Recitals.

Loss of deeds.

Condition.

whatsoever which may be brought, commenced, or made against him or them, or which he or they may sustain or incur by or by means of any person or persons who shall or may have or claim any estate, title, or interest whatsoever in or to the sd premises, or any part thereof, other than persons claiming under the sd B., Then, &c.

[*Schedule.*]

VII.

BOND *of* INDEMNITY *to* TENANT *paying* RENT *where* TITLE *in* DISPUTE.

Bond from A. to B., p. 166.

Recitals.

Action depending.

WHAS an action [dispute] is now pending between the above bounden A. and other persons concerning the right to or interest in the reversion of the house and premises situate at, &c., which are now occupied or held by the above-named B., under a lease thereof, dated, &c., and made between, &c.:

Agreement to pay rent.

AND WHAS the sd B. has nevertheless agreed to pay the rent of the sd house and premises as the same shall grow due to the sd A. upon the sd A. agreeing to indemnify him in respect

Condition.

thereof: NOW, &c., that if the sd A., his heirs, exors, admors, or assigns, shall pay or cause to be paid to the sd B., his heirs, exors, admors, or assigns, all such rent, sums of money, costs, and damages whatsoever, as the sd B., his heirs, exors, admors, or assigns, shall by due process of law or otherwise be compelled to pay, and all costs and damages which he or they shall otherwise sustain or incur by reason of his or their paying the sd rent or any part thereof to the sd A., his heirs or assigns in manner aforesd, Then, &c.

VIII.

BOND *of* INDEMNITY *to a* TRUSTEE *making an unauthorised* INVESTMENT.

Bond from A. to B., p. 166.

WHAS by virtue of an indre, &c. (being the settlement executed on the marriage of the sd A. with K. his present wife) the sum of £—— Bank Annuities, which was at the date of the sale hereinafter-mentioned standing in the name of the sd B., was settled upon trust among other things that the sd B. should either continue the same in its existing state of investment, or should, with the consent of the sd A. and K., sell the same, and invest the proceeds thereof in any such stocks, funds, or securities as are therein mentioned: AND WHAS on the —— day of —— the sd B., at the request of the sd A., sold the sd Bank Annuities for the sum of £——, and invested such sum in the purchase of bonds of the Government of ——: AND WHAS it is apprehended that such sale and investment were not authorised by the sd settlement, and were breaches of trust: AND WHAS the sd A. has agreed, for the purpose of indemnifying the sd B. against the consequences of his having made such sale and investment, to execute and give to the sd B. a bond in the penal sum of £—— with such condition for making void the same as is hereunder written: NOW THE CONDITION of the above-written bond is such that if the sd A., his heirs, exors, or admors, shall from time to time and at all times hereafter indemnify and keep indemnified the sd B., his heirs, exors, and admors, and his and their estates and effects from all actions, proceedings, claims, and demands, costs, damages, and expenses whatsoever, by reason or on account of the sd sale of the sd Bank Annuities, or the sd investment in the sd bonds of the sd Government of ——, or otherwise in respect of the premises, Then, &c.

Recitals.

Marriage settlement.

Investment.

Agreement.

Condition.

IX.

BOND *by* LIMITED COMPANY *to* INDEMNIFY *their* MANAGING DIRECTOR *in respect of* GUARANTEES *given by him to the Company's* BANKERS *for* ADVANCES (*h*).

Bond from the Company to A., p. 166.

Recitals. WHAS the sd A., at the request of the Board of Directors of the sd —— Company Limited (of which he is managing Advances. director), has signed or given, and may hereafter from time to time sign or give his promissory note or notes, or some other instrument or instruments to or in favour of Messrs. B. and Co. (the bankers of the sd company,) by way of guarantee or collateral security for advances made, or to be from time to time made by the sd bank to or on account of the sd company, or for or in respect of other pecuniary accommodation to be from time to time afforded Agreement. by the sd bank to the sd company: AND WHAS the sd company at the request of the sd A., and as an inducement to him to undertake such personal responsibility on behalf of the sd company as aforesd, have agreed to give him their bond in a sufficient penalty for the purpose of indemnifying him in respect of the liability so assumed, and to be assumed by him on behalf of the sd company as aforesd, in addition to any other remedy or security to which the sd A., his heirs, exors, or admors, may be or become entitled as such surety or guarantor as aforesd: Condition. NOW THE CONDITION, &c., that if the sd company shall on demand repay and make good to the sd A., his heirs, exors, or admors, all and every the sum and sums of money which he or they shall at any time or times hereafter pay to the sd bank, or any person or persons whomsoever by reason or in respect of any promissory note or notes, guarantee or guarantees, or other instrument or

(*h*) Compare Prec. IV. p. 170.

instruments already signed or given, or to be hereafter from time to time signed or given by the sd A., to or in favour of the sd bank, on account of advances made, or to be made, or bills discounted, or to be discounted by them to or on account, or for the accommodation of the sd company, or any other pecuniary accommodation which may be afforded by them to the sd company, and shall at all times hereafter keep the sd A., his heirs, exors, and admors, fully indemnified against all actions, proceedings, claims, demands, costs, and expenses, by reason or in respect of any such promissory note or notes, guarantee or guarantees, or other instrument or instruments to be signed or given by the sd A. as aforesd, and so that the above written bond or obligation shall be and remain a continuing security to the sd A., his heirs, exors, and admors, in respect of the matters aforesd, notwithstanding any change in the partners or members of the sd firm of B. and Co., and shall not be deemed to be satisfied, or become inoperative, by reason of the cessation at any time of the guarantees given by the sd A. as aforesd, but shall continue in force or revive in the event of any subsequent renewal thereof, Then, &c.

X.

DEED *of* INDEMNITY *against using* NAME *as* CO-PLAINTIFF.

Recitals. Action commenced.

Parties, A. and B., his wife, 1; C., 2: WHAS the sd A. and B. his wife, on or about the —— day of ——, instituted an action in the —— Division of the High Court of Justice in the names of the sd A., B., and C., as plaintiffs against D. as defendant, and thereby claimed specific performance of a contract for the sale by the plaintiffs to the defendant of certain hereditaments, known as the ——

Use of C.'s name. estate: And whas the name of the sd C., as such co-plaintiff, was used without any express authority from him, but he is willing that his name should be continued as such co-plaintiff in the sd action, or any revived or supplemental action, on his being indemnified against all consequential

Title to property. costs: And whas the sd A. and B. his wife, are entitled in right of the sd B., subject to the sd contract for sale, to the sd —— estate in fee simple, and the sd B. is entitled to the proceeds of the sale of the sd estate for her sole

Witnesseth. and separate use: NOW THIS INDRE WITNESSETH that in consideration of the premises each of them the sd A. and B. his wife, for himself and herself, his and her heirs, exors, admors, and assigns, the sd B. covenanting

Covenant for the purpose of binding her separate estate, doth hereby covenant with the sd C., his heirs, exors, and admors, that they, the sd A. and B. his wife, or one of them, their or one of their heirs, exors, or admors, will at all times

to indemnify. hereafter save harmless or indemnified the sd C., his heirs, exors, and admors, from all costs, charges, damages, and expenses whatsoever, to be incurred or sustained by reason or in consequence of the sd action, or any revived or supplemental action, or any matter or thing in anywise

Charge of property. relating thereto: And the sd A. and B. his wife, do hereby charge the sd —— estate, and the proceeds of the sale thereof, with the payment to the sd C., his heirs, exors, and admors, of all such costs, charges, damages and expenses as aforesd.

In witness, &c.

XI.

BOND *of* Indemnity *on* Payment *of* Lost Bond.

Bond from B. to A., p. 166.

Recitals. *Recital of lost bond from A. to B.*, p. 238: And whas the

sd bond is alleged to be lost or mislaid: AND WHAS the sd A., at the request of the sd B., has this day paid to him the sum of £—— in full satisfaction of all claims under the sd bond (as the sd B. doth hereby acknowledge), upon the sd B. agreeing to execute to the sd A. a bond of indemnity in respect of the sd recited bond: NOW, &c., that if the sd B., his heirs, exors, or admors, shall in case the sd recited bond shall be found, and shall be in or come into his or their possession or power, deliver or cause to be delivered the same to the sd A., his exors or admors, in order that the sd bond may be destroyed or cancelled, and shall at all times hereafter indemnify and keep indemnified the sd A., his heirs, exors, and admors from and against all damages, costs, expenses, actions, proceedings, claims, and demands whatsoever which he or they may or might otherwise at any time sustain, incur, or be subject or liable to, under or by reason of the sd recited bond or otherwise howsoever in relation thereto, Then, &c.

Bond lost.

Agreement.

Condition.

LEASES (HOUSES, &c.) (*i*).

CONSIDERATION.

Rent, covenants and conditions.

1. In consideration of the rents, covenants, and conditions hereinafter reserved and contained, and on the part of the lessee (*k*), his heirs, exors, admors, and assigns, to be paid, performed, and observed.

Premium and rent, &c.

II. In consideration as well of the sum of £—— on the execution hereof paid by the lessee to the lessor (the receipt whereof is hereby acknowledged) as also of the rents, covenants, and conditions, &c.

Surrender of former lease, &c.

III. In consideration as well of the surrender of a former lease of the hereditaments intended to be hereby demised, dated, &c., and expressed to be made between, &c., as also of the rents, covenants, and conditions, &c.

(*i*) The forms under this head are for ordinary occupation and building leases and leases for business purposes. For agricultural and mining leases, see *infra*.

(*k*) In accordance with the now very common practice, the plan is adopted throughout the following forms of leases and agreements for leases of using the terms "lessor" and "lessee," or other similar expressions, in place of the names of the parties. The expressions "landlord" and "tenant" are, perhaps, to be preferred, in order to avoid the risk of clerical errors through the similarity of the words "lessor" and "lessee." Where brevity is desired, these expressions may be made to include the reversioner for the time being, and the termor for the time being respectively, by an interpretation clause inserted at the commence-

PARCELS (*l*).

House in town.

I. ALL THAT messuage or tenement situate and known as No. —— in —— street, in the parish of ——, in the county of ——, together with the yard garden and outbuildings in the rear thereof, and the appurtenances thereto belonging, now or late in the occupation of ——.

House, &c. referring to plan.

II. ALL THAT piece of ground situate, &c., with the messuage or tenement and buildings erected on part thereof, and the rights, easements, and appurtenances thereto belonging, which piece of ground with the messuage and buildings thereon is shown in the plan or ground plot drawn in the margin hereof and therein coloured ——.

Offices, or part of a house, with fixtures, &c., referring to plan.

III. ALL THOSE three rooms or offices on the —— floor of the building, No. ——, in —— street, &c., and numbered respectively —— in the plan hereto annexed, together with the fixtures and fittings specified in the schedule hereto, and the appurtenances thereof.

Land, referring to plan.

IV. ALL THAT piece of land or ground situate at, &c., on the side of the road leading from, &c., and which, as to its position, dimensions, and boundaries, is particularly shown in the plan drawn in the margin of these presents, and therein coloured ——.

Land and buildings with dimensions in feet.

V. ALL THAT piece of ground situate and being on the North side of —— street, in the parish of ——, and county of ——, containing in breadth on the south side or front thereof next —— street aforesd and on the north side or

ment or end of the draft, so as to avoid the repetition throughout of the words "heirs and assigns" or "exors, admors, and assigns." The following forms of clauses are adapted to leases by the freeholder. For underleases, the words "exors, admors" will be substituted for "heirs" after "lessor."

(*l*) See also the forms of parcels in CONVEYANCES, p. 251, *et seq.*

rear thereof —— feet, and in length as well on the west as on the east side thereof —— feet, be the same several dimensions little more or less, and which sd piece of ground is bounded on the south by the sd street, on the north by land of, &c., &c. Together with the messuages and buildings erected on the sd piece of ground.

Right of way.

VI. TOGETHER WITH the right in common with the lessor, his heirs, and assigns, and the tenants or occupiers of the adjoining premises on the east side of the sd premises to the use of the roadway or passage on the east side of the sd premises leading from the public road or street called —— street to, &c., the lessee, his exors, admors, or assigns from time to time contributing a due proportion, *or*, "an equal —— part" of the expenses of repairing and maintaining the sd roadway or passage.

Another form.

VII. TOGETHER WITH the exclusive use and enjoyment for the lessee, his exors, admors, and assigns, of the sd way or passage of the width of —— feet leading from the yard or back part of the sd demised premises into —— street aforesd.

Another form.

VIII. TOGETHER WITH the free right of passage at all times and for all purposes to and from the sd demised premises over the sd road or way leading from, &c., and over all other neighbouring roads or ways belonging to the lessor.

Right of drainage.

IX. TOGETHER WITH the free right of passage and running of water and soil from the sd demised premises through the sewer or drain running under the sd road, &c.

Right of light and air.

X. TOGETHER WITH the right to the free and uninterrupted access of light and air to the sd demised premises from over the houses and land of the lessor, his heirs or assigns, situate on the east side thereof.

GENERAL WORDS.

TOGETHER WITH all ways, passages, lights, drains, sewers, water-courses, rights, easements, and appurtenances, "*or*, the rights, easements, and appurtenances," to the sd premises belonging or therewith usually held or enjoyed.

RESERVATIONS (*m*).

Right of drainage.

I. EXCEPT AND reserving unto the lessor, his heirs and assigns (*n*) [or other the person or persons for the time being entitled to the sd demised premises in reversion expectant on this demise] the free and uninterrupted passage and running of water and soil from the other buildings and land of the lessor, his heirs and assigns (*n*), and his and their tenants through the sewers, drains, and water-courses, which are now or may hereafter during the term hereby created be in or under the sd premises hereby demised.

Right of way.

II. EXCEPT AND reserving unto the lessor, his heirs and assigns (*n*), the use at all times and for all purposes in common with the lessee, his exors, admors, and assigns, of the passage of the width of —— feet leading from &c. to &c., the lessor, his heirs and assigns, (*n*) paying a moiety of the expense of repairing and maintaining such passage. (*o*)

Timber and minerals.

III. EXCEPT AND reserving out of this demise unto the lessor, his heirs and assigns, all timber and timber-like

(*m*) See Elphinstone, Introd. Conv. 237.

(*n*) In an underlease, say, "lessor, his exors, admors, and assigns, or the superior landlord."

(*o*) For other forms of reservations of rights of way, see p. 263.

trees now standing or growing or hereafter to be standing or growing upon the sd demised land or any part thereof, and all mines, minerals, and quarries, in, upon, or under the same, but without power for the lessor, his heirs and assigns, to cut down or remove any such timber or trees, or to dig for or work such mines, minerals, or quarries, except with the consent in writing of the lessee, his exors, admors, or assigns.

General rights.

IV. SUBJECT TO all rights and easements belonging to any adjacent property.

Right to rebuild or alter adjacent buildings.

V. SUBJECT TO the right (which is hereby reserved) to the lessor, his heirs and assigns, and his or their tenants, at any time hereafter to rebuild or alter the adjacent buildings according to such plans (whether as to height, elevation, extent, or otherwise), and in such manner as shall be approved by the lessor, his heirs or assigns, or his or their surveyor.

HABENDUM.

TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised for the term of —— years from the —— day of ——, 18—, *or*, "from the day of the date of these presents," *or*, "from the —— day of —— now last past."

REDDENDUM.

Reservation of rent.

I. YIELDING AND PAYING therefor yearly during the sd term hereby granted, *or*, "the sd tenancy," and so in proportion for any less time than a year (*p*), [unto the lessor, his heirs or assigns] (*q*) the rent of £—— to be paid without any deduction (except for [land tax and tithe rentcharge and] landlord's property tax) by four equal quarterly payments on the —— day of ——, the —— day of ——, the —— day of ——, and the —— day of ——, *or*, "on the four usual quarter-days" in every year, the first of such payments to be made on the —— day of —— next [and the last payment to be made in advance one calendar month before the expiration of the sd tenancy, or on the determination thereof in the event of the same being determined by re-entry under the proviso in that behalf hereinafter contained.]

Varying rent.

II. YIELDING AND PAYING, &c., the clear yearly rents following (that is to say), during the first and second years of the sd term the yearly rent of £——, and during [the next —— years of the sd term the yearly rent of £——, and during] every subsequent year of the sd term the yearly rent of £——, such respective rents to be paid by four equal quarterly payments, &c.

Peppercorn rent.

III. YIELDING AND PAYING, &c., during the first —— years of the sd term the rent of a peppercorn if demanded, and during the residue of the sd term the yearly sum of £——, such last mentioned rent to be paid by equal half-yearly payments on, &c., and the first payment thereof to be made on, &c.

(*p*) When these words are inserted, it is unnecessary to insert form No. v., post.

(*q*) The words in brackets should be omitted when the lease is made under a statutory or other power. See Elphinstone's Introd. Conv., 237.

Separate rent for each house in lease of several houses.

IV. YIELDING AND PAYING, &c., the yearly rent of £—— for each of the sd six messuages hereby demised, making an aggregate yearly rent of £—— for all the sd messuages and premises, payable, &c.

Proportionate part of rent to be paid in case of term being determined by re-entry, or notice.

V. AND ALSO YIELDING AND PAYING, in the event of the sd term being determined between two of the sd half-yearly days by re-entry [or notice] under the proviso [respective provisoes] in that behalf hereinafter contained, a proportionate part of the sd rent for the fraction of the current half-year up to the day of such determination.

LESSEE'S COVENANTS.

Commencement.

I. AND THE lessee doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor, his heirs (*r*) and assigns, in manner following, that is to say:—

The same for several lessors and lessees.

II. AND THE lessees do hereby for themselves, their heirs, exors, admors, and assigns [and as a separate covenant each of them doth hereby for himself, his heirs, exors, admors, and assigns] covenant with the lessors, their heirs (*r*) and assigns, in manner following, that is to say:—

To pay rent.

III. THAT he, the lessee, his exors, admors, or assigns, will, during the continuance of the term hereby granted, *or*, "of the sd tenancy," pay [unto the lessor, his heirs or assigns,] (*s*) the sd yearly rent [respective yearly rents] hereinbefore reserved at the times and in the manner at and in which the same is [are respectively] hereinbefore reserved and made payable without any deduction whatsoever (except as aforesd).

(*r*) In underleases for the "heirs" of the lessor substitute "exors, admors," here and throughout the covenants.

(*s*) See last page, note (*q*).

IV. And also will from time to time, and at all times during the sd term, pay and discharge [the land tax and tithe rent-charge, and] all rates, taxes, charges, assessments, and outgoings, whatsoever, whether parliamentary, parochial, local, or of any other description which are now or may at any time hereafter be assessed, charged, or imposed upon the sd demised premises, or on the owner or occupier in respect thereof, the [land tax and tithe rent-charge and] landlord's property tax only excepted.

To pay rates and taxes.

V. And also will once in every four years of the sd term [and also during the last year thereof], [at the same time and so as to correspond with the adjoining houses,] paint the outside wood and iron work of the sd premises twice over in good oil and white-lead paint in a workmanlike manner, and of a tint or colour to be approved by the lessor his heirs or assigns, [and re-colour in imitation of stone the outside stucco or cement work], and once in every seven years of the sd term clean and re-point the external stone and brickwork of the sd premises.

To paint, &c. outside every four years.

VI. And also will once in every seven years of the sd term [and also during the last year thereof] paint all the inside wood, iron, and cement work usually painted of the sd premises with three coats of good oil and white-lead paint, [and afterwards grain, marble, and varnish the parts usually grained, marbled, and varnished, and also wash, distemper, and whiten all ceilings, and colour all walls, and re-paper the rooms and staircase, and size and varnish the staircase paper in the usual manner].

To paint inside every seven years.

VII. And also will paint with two coats of good oil colour all the inside and outside wood and iron work of the sd premises when, where, and as often as the same shall be required, but so that the same shall be so painted during the last year of the sd term.

To paint inside and out when required.

VIII. And also will from time to time, and at all times during the sd term, well and substantially repair, cleanse, maintain, amend, and keep the sd messuage and buildings and [all new buildings to be erected on and additions to

To keep in repair.

Form for ordinary use.

be made to, the sd demised] premises, and the fixtures therein, and the walls, fences, [roads, sewers,] drains, and appurtenances thereof, with all necessary reparations, cleansings, and amendments whatsoever [except substantial repairs to the main walls, roof, foundations, and main drains, *or*, "except such repairs as are hereby agreed to be executed by the lessor," *or*, "fair and reasonable wear and tear excepted," *or*, "except in case of destruction or damage by fire "] (*t*)

Short form.

IX. AND ALSO will during the sd term keep the sd premises in good and tenantable repair and condition internally and externally [except, &c., *as in last form*].

To maintain gardens and pleasure grounds, &c.

X. AND ALSO will at all times during the sd term empty, cleanse, and repair all the drains, ditches, water-courses, vaults, and fences, belonging to the sd demised premises when necessary, and maintain the gardens and pleasure-grounds thereof in good order, and properly planted, and carefully preserve the timber-trees, and all ornamental and fruit trees, bushes and shrubs, which are now or may at any time during the sd term be growing on the sd premises, and replace such of the shrubs and plants as may die, or require replacing.

To pay proportion of expense of maintaining roads, sewers, &c.

XI. AND ALSO will pay and contribute a rateable or due proportion of the expenses of making, repairing, and cleansing all ways, roads, pavements, sewers, drains, pipes, water-courses, party-walls, or fences, or other conveniences, which shall belong to or be used for the sd premises hereby demised in common with other premises near or adjoining thereto, such proportion [in case of difference to be settled by the surveyor for the time being of the lessor, his heirs or assigns, and] to be paid to the lessor, his heirs or

(*t*) In cases where the property is in a defective state it may be well, if so intended, to insert the following qualification: "except such defective portions of the sd premises as are mentioned in the schedule hereto, which it shall not be incumbent on the lessee, his exors, admors, or assigns, to keep or deliver up in a better state of repair than at present."

assigns, on demand, and to be recoverable by him or them in like manner as rent in arrear.

To deliver up at end of tenancy in good repair.

XII. AND THE sd demised premises so painted, repaired, cleansed, maintained, amended, and kept as aforesd will, at the expiration or sooner determination of the sd term, quietly yield up unto the lessor, his heirs or assigns, together with all additions and improvements made thereto in the meantime, and all fixtures (*u*) of every kind in or upon the sd premises, or which during the sd term, *or*, "which at the expiration of the sd term, or at any time during the last —— years thereof," may be affixed or fastened to or upon the same [except tenant's or trade fixtures].

The same. Short form.

XIII. AND WILL at the determination of the sd tenancy quietly yield up the sd premises with the fixtures which now are, or at any time during the sd tenancy shall be thereon in a good and tenantable state of repair and condition [except as aforesd, *see above*, form VIII.].

To permit lessor to enter and view premises, and to repair on notice.

XIV. AND ALSO that it shall be lawful for the lessor, his heirs or assigns (*x*), or his or their agents twice or oftener in every year during the sd term during seasonable hours in the day time, with or without workmen or others, to enter the sd premises to view the state of repair and condition of the same, and of all defects and wants of reparation then and there found [and which the lessee, his exors, admors, or assigns, shall be liable to make good under the covenants hereinbefore contained,] to give or leave notice in writing to the lessee, his exors, admors, or assigns: AND THAT the lessee, his exors, admors, or assigns, will within the space of three calendar months after such notice, or sooner if requisite, repair and make good the same according to such notice and the covenant in that behalf hereinbefore contained.

(*u*) See Elphinstone, Introd. Conv., 250.

(*x*) In an underlease, say, "the lessor, his exors, admors, or assigns, and the superior landlord of the sd premises."

The same. Short form.

XV. AND ALSO will permit the landlord [or superior landlord], or his agents at any time to enter the sd premises, and examine the state of repair and condition thereof: AND WILL repair and make good all defects, of which notice in writing shall be given by the landlord [or superior landlord] to the tenant, within three calendar months after the giving of such notice.

Power to lessor to repair on default of lessee.

XVI. AND ALSO that if the lessee, his exors, admors, or assigns, shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the reparation of the sd premises, it shall be lawful for the lessor, his heirs or assigns (but without prejudice to the right of re-entry under the clause hereinafter contained), to enter upon the sd premises, and repair the same at the expense of the lessee, his exors, admors, or assigns, in accordance with the covenants and provisions of these presents, and to recover the expenses of such repairs (in case the same shall not be repaid by the lessee, his exors, admors, or assigns, within one calendar month after notice in that behalf given to him or them, or left for him or them on the sd demised premises) by distress or otherwise as if the same had been rent in arrear reserved by these presents.

Power to lessor to enter to take inventories of fixtures.

XVII. AND ALSO will permit the lessor, his heirs or assigns (*y*), or his or their surveyor or agent at any time or times during the last —— years of the sd term to enter the sd premises or any part thereof during seasonable hours in the day time, and to take inventories of the fixtures, articles, and things to be yielded up at the expiration of the sd term.

Power to lessor to enter to repair adjoining premises.

XVIII. AND ALSO that it shall be lawful for the lessor, his heirs and assigns (*y*), or his or their agents or workmen, and for the tenants and occupiers of the adjoining mes-

(*y*) In an underlease, if there is a similar covenant in the head lease, say, "the lessor, his exors, admors, or assigns, or the superior landlord."

suages, to enter upon the premises hereby demised for the repair or improvement of such adjoining premises, making good to the lessee, his exors, admors, or assigns, all damage done thereby.

To permit lessor before end of lease to put up notice for re-letting, &c.

XIX. AND ALSO that it shall be lawful for the lessor, his heirs or assigns, or his or their agents, at any time within three calendar months next before the expiration or sooner determination of the sd term, to enter upon the sd premises, and to affix upon any suitable part thereof a notice-board for reletting the same, and that the lessee, his exors, admors, or assigns, will not remove or obscure the same, and will permit all persons by order in writing of the lessor, his heirs or assigns, or his or their agents, to view the sd premises at seasonable hours in the day time without interruption.

To repay to lessor sums paid for insuring.

XX. AND ALSO will repay to the lessor, his heirs or assigns, all sums which he or they shall expend in pursuance of the covenant by the lessor hereinafter contained for insuring the sd messuage, buildings, and premises against loss or damage by fire, every such sum to be so repaid on the quarterly day for payment of rent under this demise next ensuing after the expenditure thereof, and to be recoverable by the lessor, his heirs or assigns, by distress or otherwise as if the same were rent in arrear reserved by these presents.

To insure and rebuild in case of fire.

XXI. AND ALSO will at his and their own costs at all times during the sd term insure (*z*) and keep insured against loss or damage by fire the sd messuage, and all buildings, fixtures, and things of an insurable nature, which at any time during the sd term may be erected upon or affixed to the sd demised premises, in the sum of £—— at the least, *or*, "to three fourth parts of the value thereof at the least,"

(*z*) In an underlease, the sum assured should not be less than that stated in the covenant to insure contained in the superior lease, and the office and names in which the insurance is to be effected should be the same as those stated in such covenant. As to the covenant to insure, see Davidson, Prec. vol. 5, 3rd ed. 542, note; Elphinstone, Introd. Conv. 245.

or, "to the full value thereof," in the —— Insurance office, or in some other office of repute in London or Westminster to be approved in writing by the lessor, his heirs or assigns, in the name of the lessor, his heirs or assigns, *or*, "in the joint names of the lessor, his heirs or assigns, and the lessee, his exors, admors, or assigns." And will, whenever required, produce to the lessor, his heirs or assigns, or his or their agent, the policy or policies of such insurance, and the receipt for the premium thereof for the then current year [, and that in default thereof the lessor, his heirs or assigns may pay such premiums, and recover the same from the lessee, his exors, admors or assigns, by distress or otherwise in like manner as if the same had been rent in arrear]. And that, in case the sd messuage, buildings, and premises, or any part thereof, shall at any time during the sd term be destroyed or damaged by fire, the lessee, his exors, admors, or assigns, will, with all convenient speed, expend and lay out all moneys received in respect of such insurance (*x*) in rebuilding, repairing, or otherwise reinstating the same, in a good and substantial manner [and under the direction of the surveyor of the lessor, his heirs or assigns,] [according to the present plan and elevation], and in case the moneys received in respect of the sd insurance shall be insufficient for that purpose, will make good the deficiency out of his or their own moneys.

Not to do anything to increase rate of insurance.

XXII. AND ALSO will not carry on or permit upon the sd premises any trade or occupation, or suffer to be done any other thing which may render any increased or extra premium payable for the insurance of the sd premises against fire, or which may make void or voidable any policy for such insurance.

If rate of insurance is increased, to give notice to lessor,

XXIII. AND ALSO, if at any time during the sd term any trade or occupation shall be carried on, or anything shall be done upon the sd premises, which shall cause the premium to be charged by any such insurance office as aforesd to ex-

(*x*) See *Ex p. Goreley*, 4 De G. J. & S. 477; *Lees* v. *Whiteley*, L. R. 2 Eq. 143.

ceed the rate of —— per cent., will give notice thereof unto the lessor, his heirs or assigns, and will also pay the extra premium so to be charged as aforesd. and to pay extra premium.

XXIV. AND ALSO will not at any time during the sd term, without the consent in writing of the lessor, his heirs or assigns, make any alteration or addition whatsoever in or to the sd premises either externally or internally, [*or*, make any alteration in the plan, external construction, height, roof, walls, timbers, elevation, architectural appearance, or decorations of the sd premises, nor build or set up any erection or projection of any kind in the garden or yard in the front or rear of the sd messuage or on any part of the sd premises which shall destroy or interfere with the uniformity of the sd premises with the adjoining houses, or which may in any way obstruct or lessen the access of light or air to or interrupt the view from the adjoining houses or buildings], [and that, in case at any time during the sd term there shall be occasion to rebuild the sd messuage and buildings hereby demised, or any part thereof, whether by reason of destruction by fire or through decay, or from any other cause, the same shall be rebuilt according to the same plan and elevations as the sd existing messuage and buildings, and not otherwise]. Not to make alterations in premises, &c.

XXV. AND ALSO, before making any alteration in the sd messuage, or the outbuildings thereof, or erecting any other buildings on the sd demised premises or any part thereof, will obtain the approval in writing of the lessor, his heirs or assigns, to the plan and specification of such intended alteration or buildings, and make or erect the same in such manner as shall be so approved. To obtain lessor's approval before altering premises.

XXVI. AND ALSO will not at any time cut, maim, or remove, the main walls or timbers of the sd premises, unless for the purpose of supplying and making good any defect therein which shall be supplied and made good accordingly. Not to cut main walls

XXVII. AND ALSO will not at any time during the sd term without the consent in writing of the lessor, his heirs or assigns, cut down or destroy any timber or timberlike trees Not to commit waste.

now or hereafter standing or growing on the sd premises, or open, dig for, or work any mines, minerals, or quarries, in, upon, or under the same, but will to the utmost of his or their power keep the sd timber and trees in good preservation and the sd mines, minerals and quarries unopened and unworked.

Not to use premises for trade, &c.

XXVIII. AND ALSO will not use the sd premises, or permit the same to be used for the purposes of any business, trade, or manufacture of any description, or as an asylum for lunatics or idiots, hospital, or other charitable institution, or by any public body or society, or for any school, or teaching of music, or as a tea-gardens, or hotel, or tavern, or for the sale of beer, wine, or spirits, and will not exhibit or permit in, upon, or about the sd premises any bill or placard intimating or giving notice that a part of the sd premises (less than the whole) is to let furnished or unfurnished, nor put up, or permit, in or upon any part of the sd premises, any bill, notice, door-plate, or advertisement whatsoever, nor at any time have or permit any sale by auction, exhibition, or public meeting, to be held in or upon the sd premises without the consent in writing of the lessor, his heirs or assigns.

To use as private dwelling house only.

XXIX. AND ALSO will not convert the sd premises, or any part thereof, into a shop, or make or permit any public show of business therein, but will use and occupy the sd messuage as a private dwelling-house only [and the sd coach-house and stable as a private coach-house and stable, and the rooms over the same for the lodging of servants or others in the employment of the lessee, his exors, admors, or assigns], and for no other purpose.

Not to carry on offensive trades, &c.

XXX. AND ALSO will (*a*) not carry on or permit upon the sd premises, or any part thereof, any offensive, noisy, or dangerous trade, business, manufacture, or occupation, or any nuisance, nor use the same, nor allow the same to be used for any illegal or immoral purpose, but will use the same as a private dwelling-house, or for carrying on handicrafts, or occupations of a quiet and inoffensive nature only.

(*a*) See also p. 210, form v.

Not to do any act to the damage or annoyance of the lessor, or his tenants, &c.

XXXI. AND ALSO will not do or suffer to be done, in or upon the sd premises, or any part thereof, any act, matter, or thing, which shall or may be, or grow, to the damage, annoyance, or inconvenience, of the lessor, his heirs or assigns, or his or their tenants, or the occupiers of any of the adjoining houses, or the neighbourhood.

Not to stop up windows of demised premises, and not to permit new lights or encroachments in adjoining tenements.

XXXII. AND ALSO will not stop up, darken, or obstruct any windows or lights belonging to the sd buildings hereby demised, or any adjoining buildings belonging to the lessor, his heirs or assigns(*b*), nor permit any new window, light, opening, doorway, path, passage, drain, or other encroachment or easement to be made into, against, or upon, the sd premises hereby demised, which might be, or grow to the prejudice or annoyance of the lessor, his heirs or assigns (*b*). And in case any such window, light, opening, doorway, path, passage, drain, or other encroachment or easement, shall be made, or attempted to be made, will give immediate notice thereof to the lessor, his heirs or assigns (*b*), and will at the request and cost of the lessor, his heirs or assigns (*b*), adopt such means as may be reasonably required or deemed proper for preventing any such encroachment, or the acquisition of any such easement.

Not to assign or underlet without licence.

XXXIII. AND ALSO will not [at any time during the last —— years of the sd term hereby granted] assign [transfer, underlet, or part with the possession of] the sd premises or any part thereof (otherwise than by will) without the previous consent in writing of the lessor, his heirs or assigns [but such consent shall not be withheld to an assignment or underletting of the sd premises to a respectable and responsible person, *or*, "shall not be unreasonably or arbitrarily withheld."]

Proviso in lease of business premises.

[PROVIDED THAT it shall be lawful for the lessee to take a partner or partners in his sd business carried on in the sd demised premises, and also to remove or dispose of any of the engines, machinery, buildings, erections, and other

(*b*) In an underlease, say, "the lessor, his exors, admors, or assigns, or the superior landlord."

things thereon, for the purpose of replacing or renewing the same].

To give lessor notice of assignment of lease.

XXXIV. AND ALSO that the lessee, his exors, admors, and assigns, will, within three calendar months next after any absolute transfer or assignment of his or their interest under this present lease in the sd demised premises, or any part thereof, give notice in writing of such transfer or assignment, and of the name or names, and place or places of abode of the transferee or transferees, or assignee or assignees, to the lessor, his heirs or assigns, or his or their solicitor, and produce the instrument of such transfer or assignment to him or them for registration, and pay to him or them a fee of £—— in respect thereof.

To give lessor right of preemption in case of assignment, &c.

XXXV. AND ALSO will not assign or underlet the sd premises, or any part thereof, for all or any part of the sd term without first making proffer for the sale or disposition of his or their estate or interest therein, to the lessor, his heirs or assigns, so as the lessor, his heirs or assigns, will give as great a price or consideration as any other person would give for the same.

To permit lessor to lay down drains and gas and water pipes in connection with adjoining property.

XXXVI. AND ALSO that it shall be lawful for the lessor, his heirs or assigns, or any person or persons by him or them authorised in that behalf, at any time to enter upon the sd demised premises for the purpose of constructing, laying down, altering, repairing, or maintaining any sewers, drains, waterpipes, or gaspipes, in connection with, or for the accommodation of, any adjoining property, doing as little damage as may be to the sd premises hereby demised, and restoring the surface of the soil, and everything erected thereon, without any unreasonable delay, but without making compensation for any temporary damage or inconvenience to the lessee, his exors, admors, or assigns, so as no such sewer, *&c.*, shall pass under or through the sd messuage hereby demised.

Disputes between lessee and other

XXXVII. AND ALSO that, in case at any time during this demise any dispute shall arise between the lessee, his exors, admors, or assigns, and any other of the tenants of the

lessor, his heirs or assigns, relating to the premises to them respectively demised, or the walls, lights, drains, easements, rights, or appurtenances belonging thereto, or any repairs thereto, or nuisance or annoyance arising therefrom, then and in every such case such dispute (provided the other party thereto shall also have agreed or become bound so to refer the same) shall be referred to the determination and award of the surveyor for the time being of the lessor, his heirs or assigns, which shall be final and binding on the lessee, his exors, admors, and assigns.

tenants of lessor to be referred to his surveyor.

xxxviii. And also will, during the sd term, perform and observe all the covenants, agreements, and provisions, on the part of the sd, *lessee in the head lease*, contained in the superior lease of the sd premises, dated the —— day of ——, [so far as the same affect the sd premises hereby demised], except the covenants for payment of rent, *&c.*, *here specify any other exceptions:* And will at all times keep indemnified the lessor, his heirs, exors, admors, and assigns against all actions, proceedings, costs, damages, claims, demands, and liability, for, or in respect of, any breach committed during the sd term of any of the sd covenants, agreements, and provisions, except as aforesd: And will not do, omit, or suffer anything whereby the superior lease of the sd premises may be avoided or forfeited.

General covenant by an underlessee to perform covenants in head-lease.

LESSOR'S COVENANTS.

i. And the lessor doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessee, his exors, admors, and assigns, [in manner following: that is to say:]

Commencement.

ii. That the lessor, his heirs or assigns, will during the sd term pay (*c*) all existing and future rates, taxes, charges,

To pay taxes.

(*c*) See 5 Davidson, Prec. 3rd ed. p. 22. Elphinstone, Introd. Conv. 241.

and outgoings whatsoever, whether parliamentary, parochial, or local, for the time being payable in respect of the sd demised premises, except such and such parts of the sd rates, taxes, charges, and outgoings, as are hereinbefore covenanted to be paid by the lessee, his exors, admors, or assigns.

To insure.

III. And also will at his and their own costs at all times during the sd term insure and keep insured the sd demised messuage and premises against loss or damage by fire in some respectable insurance office in the sum of £—— at the least, and will, whenever required, produce to the lessee, his exors, admors, or assigns, the policy or policies of such insurance, and the receipt for the then current year's premium for the same: And further, that in case of destruction of or damage to the sd premises, or any part thereof by fire, the lessor, his heirs or assigns, will with all convenient speed expend and lay out all moneys received in respect of such insurance in rebuilding or reinstating in a good and substantial manner the premises so destroyed or damaged, and in case such moneys shall be insufficient for such purpose, will make good such deficiency out of his or their own moneys.

Short form.

IV. That the landlord will insure the sd premises against fire, and in case of destruction or damage by fire, will rebuild or reinstate the same.

That rent shall be suspended in case of fire in default of lessor rebuilding.

V. And also that in case the sd messuage, buildings, and premises, or any part thereof, shall at any time be destroyed, or so damaged by fire, as to be unfit for occupation or use, and shall not be rebuilt or reinstated by the lessor, his heirs or assigns, within three calendar months after the occurrence of such fire, then the rent hereby reserved, or a fair and just proportion thereof, according to the nature of the damage sustained, shall from and after the expiration of such three months, and until the sd premises shall have been rebuilt, or reinstated and rendered fit for occupation or use, be suspended, and cease to be payable(*x*).

(*x*) See also form v., p. 514, infra.

VI. And moreover that the lessee, his exors, admors, and assigns, paying the rent[s] hereby reserved, and performing and observing the several covenants, conditions, and agreements herein contained, and on his and their part to be performed and observed, shall and may peaceably and quietly hold and enjoy the sd premises hereby demised during the term hereby granted without any lawful interruption or disturbance from or by the lessor, his heirs or assigns, or any person or persons claiming, or to claim under or in trust for him, them, or any of them (*y*). For quiet enjoyment.

VII. That the tenant, so long as he shall pay the rent hereby reserved, and perform the covenants on his part herein contained, may hold and quietly enjoy the sd premises during the sd term without interruption by the landlord, or any person claiming under or in trust for him. Short form.

VIII. And also that the lessor, his exors, admors, or assigns, will from time to time hereafter (but at the cost of the lessee, his exors, admors, or assigns) use his and their best endeavours to procure from the superior landlord of the sd premises hereby demised [pursuant to the covenant in that behalf contained, or to be contained in the superior lease; or any renewal thereof,] a new lease or leases of the sd premises, and that thereupon, and when, and so often as the sd superior landlord shall grant and execute to the lessor, his exors, admors, or assigns, such new lease or leases as aforesd, the lessor, his exors, admors, or assigns, will within —— days next after he or they shall obtain such new lease or leases respectively, at the request and cost of the lessee, his exors, admors, or assigns, execute to him or them a new lease of the sd premises at and under the same rent, and with and subject to the like covenants, provisions, conditions, and agreements as Covenant in under-lease for perpetual renewal on payment of a fine.

(*y*) If several houses are demised by one lease at separate rents, say "several yearly rents hereby reserved," "several covenants, &c., in respect of each of the sd messuages and premises respectively, "the sd several premises."

are in and by these presents reserved and contained, by way of renewal for the further term of —— years to be computed from the end of the first —— years of the term hereby granted, and so on from time to time for ever hereafter at the end of every —— years, he or they paying for every such renewal at the time of the execution of the renewed lease unto the lessor, his exors, admors, or assigns, the sum of £——, being —— years' clear ground-rent, by way of fine, together with all arrears of rent, and executing a counterpart of every such renewed lease.

PROVISOES.

Power of re-entry.

1. PROVIDED ALWAYS and these presents are executed upon this condition, that if the sd yearly rent[s] hereby reserved [or any of them], or any part thereof, shall be in arrear or unpaid for twenty-one days after the same shall have become due (whether any formal or legal demand thereof shall have been made or not), or if the lessee, his exors, admors, or assigns, shall make default in performing or observing any of the covenants, conditions, or agreements herein contained and on his or their part to be performed and observed, [or if the lessee, his exors, admors, or assigns, while the sd demised premises or any part thereof shall remain vested in him or them, shall become bankrupt, or shall enter into liquidation for the benefit of or compound with his or their creditors, or if his or their assigns being a company shall enter into liquidation whether compulsory or voluntary,(*a*)] then and in any such case it shall be lawful

(*a*) As to the power of re-entry extending to the bankruptcy, &c., of the lessee, see *Hodgkinson* v. *Crowe*, L. R. 19 Eq. 591; and as to the power of re-entry on breach of covenant, see the same case on appeal, L. R. 10 Ch. Ap. 622. As to the latter it is considered that except in rack-rent leases the clause ought in general to be qualified by the proviso given below, form IV.

for the lessor, his heirs or assigns, or any person or persons duly authorized by him or them, into or upon the sd hereby demised premises, or any part thereof in the name of the whole, to re-enter, and the lessee, his exors, admors, or assigns, and all other tenants and occupiers thereof to expel and remove, and the sd premises peaceably to hold, and enjoy thenceforth, as if these presents had not been made, without prejudice to any right of action or remedy of the lessor, his heirs, or assigns, in respect of any antecedent breach of any of the covenants by the lessee hereinbefore contained.

Short form.

II. PROVIDED ALWAYS that if the rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days after the same shall become due, or if the tenant shall not observe all the covenants and provisions hereinbefore contained, it shall be lawful for the landlord to re-enter upon the sd demised premises.

Proviso to follow power of re-entry in lease of several houses at separate rents.

III. PROVIDED ALSO and it is hereby agreed, that the non-payment of the rent hereby reserved, or the non-performance or non-observance of any of the covenants, conditions, and agreements herein contained in respect of any one of the sd messuages, shall not authorize the re-entry of the lessor, his heirs or assigns, into or upon the others of the sd messuages, or any of them, but only into or upon the particular messuage in respect whereof such non-payment or non-performance shall have happened, it being the intention that each of the sd messuages hereby demised shall be held during the sd term hereby granted separately from and independently of the others thereof, and shall not be affected by any non-payment of rent or non-performance or non-observance of any covenant, condition, or agreement, in respect of any others or other of the sd messuages.

Clause qualifying power of re-entry.

IV. PROVIDED ALSO and it is hereby agreed, that no breach of any of the covenants and conditions herein contained except the covenants for payment of the rent hereby reserved, and insuring the sd premises, [and against assigning or underletting without license,] shall occasion any forfeiture of the

term hereby granted, or give any right of re-entry, unless and until the lessor, his heirs or assigns, or his or their agent shall have given to the lessee, his exors, admors, or assigns, or left on some part of the said premises, a notice in writing of the specific breach or breaches of covenant or condition complained of, and default shall have been made by the lessee, his exors, admors, or assigns, for —— calendar months after the giving or leaving such notice in remedying such breach, or all or any of such breaches, or in making full compensation in money to the lessor, his heirs, or assigns, for any such breach or breaches which cannot otherwise be remedied or made good.

Proviso for cesser of rent or determining lease on destruction by fire or tempest.

v. PROVIDED ALWAYS and it is hereby agreed, that in case the sd messuage, buildings, and premises, or any part thereof, shall at any time during the sd term be destroyed or damaged by fire, tempest, or other accident, so as to be unfit for occupation or use, then the rent hereby reserved, or a fair and just proportion thereof according to the damage sustained, shall be suspended, and cease to be payable so long as the sd premises shall be unfit for habitation [or use] by reason of such damage; and in case the sd premises shall be damaged as aforesd to less than one-half the value thereof, the lessee, his exors, admors, or assigns, shall forthwith restore the same; and in case the sd premises shall be damaged as aforesd to the extent of one-half the value thereof or upwards, the lessee, his exors, admors, or assigns, shall forthwith restore the same, unless he or they shall within one calendar month from the occurrence of the damage, by notice in writing given or sent to the lessor, his heirs or assigns, or left at his or their last known place of abode in England, intimate his or their desire that the term hereby created shall determine; and upon such notice being so given or left, this present demise and everything herein contained shall cease and be void, without prejudice to any claim by either party against the other in respect of any antecedent breach of

any covenant or condition herein contained, except the covenant to rebuild or repair in case of fire or tempest.

VI. PROVIDED ALWAYS and it is hereby agreed that if any part of the sd [furniture] rent shall be in arrear for 21 days, whether legally demanded or not, it shall be lawful for the lessor, his heirs or assigns, into and upon the sd —— and premises or any part thereof to enter and distrain, and the distress or distresses then and there found to dispose of in due course of law, and to apply the produce thereof in or towards payment of the sd yearly rent of £—— so in arrear, and all costs, charges, and expenses, occasioned by the non-payment thereof. Power of distress.

VII. PROVIDED ALWAYS and it is hereby agreed that if the lessee, his exors, admors, or assigns, shall be desirous of determining this present lease at the expiration of the first —— or —— years of the term hereby granted, and of such his or their desire shall give —— calendar months' previous notice in writing to the lessor, his heirs or assigns [or leave the same at or send the same by registered letter to his or their usual or last known place of abode in England], and shall pay and discharge all arrears of rent, and perform all and every the covenants hereinbefore contained, and on the part of the lessee, his exors, admors, and assigns, to be performed, Then and in such case, immediately after the expiration of the sd term of —— or —— years as the case may be, this present demise and everything herein contained shall cease and be void, without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained. Power to lessee to determine lease.

VIII. PROVIDED ALWAYS that the sd tenancy shall be determinable at the end of the first —— or —— years [at any time] by either party on giving to the other party —— calendar months' previous notice in writing [expiring at any period of the year]. Short form.

IX. PROVIDED ALWAYS and it is hereby agreed, that any consent or license which shall be given by the lessor, his Lessor's license for

particular act not to operate as general waiver of covenant.

heirs or assigns, to the lessee, his exors, admors, or assigns, to do any act prohibited by any of the covenants or conditions hereinbefore contained, or requiring such consent or license, shall not, unless expressly so provided, operate or be construed as a general waiver of any such covenant or condition for the future, but only as a consent or license for the particular act to which it may relate.

Proviso restrictive of lessee's right as to easements.

x. PROVIDED ALWAYS that nothing herein contained shall be construed as giving to the lessee, his exors, admors, or assigns, a right to any easement which does not belong or appertain to the sd demised premises as they now exist, [nor any right to the free and uninterrupted access of light and air to the sd premises from over the houses and land on the east side thereof, nor any power or authority to block or obstruct the free and uninterrupted access of light and air to any other property of the lessor, or of any other person or persons whatsoever, or any other easement belonging to such other property].

Arbitration clause.

XI. AND IT IS HEREBY DECLARED that if at any time hereafter any dispute, doubt, or question, shall arise between the lessor, his heirs or assigns, and the lessee, his exors, admors, or assigns, touching the construction, meaning, or effect of these presents, or any clause or thing herein contained, or the rights or liabilities of the several parties hereto, or their respective heirs, exors, admors, or assigns, under these presents or otherwise in relation to the premises, [or in case any estimate or valuation shall require to be made under the provisions hereinbefore contained,] then every such dispute, doubt, or question, [estimate, or valuation,] shall be referred to the arbitration of two indifferent persons, one to be appointed by each party to the dispute [or to the valuation], &c., *continue as in* ARBITRATION, *forms* I., II., *or* III., p. 123, *et seq., with verbal alterations referring to making the valuation if any.*

Interpretation.

XII. PROVIDED LASTLY and it is hereby declared, that the expression "the lessor," *or*, "landlord," as hereinbefore used, shall, unless excluded by or repugnant to the context,

include the person or persons for the time being legally entitled by devolution from him or otherwise, to the reversion of the sd demised premises expectant on the term hereby created, and the expression "the lessee," *or*, "tenant," as hereinbefore used, shall, unless excluded by or repugnant to the context, include his exors, admors, and assigns (*z*).

PRECEDENTS (*a*).

I.

AGREEMENT *for* TENANCY *of* HOUSE *in a town from* YEAR *to* YEAR. *Short form.* PREC. I.

AGREEMENT made this —— day of ——, BETWEEN A., of, &c., hereinafter called the landlord, of the one part, and B., of, &c., hereinafter called the tenant, of the other Parties.

(*z*) Where this interpretation clause is used, or where the words "lessor" and "lessee" are similarly defined at the commencement of the lease (as in Precedents IX., XI., XV.) the words "heirs, exors, admors, and assigns," or in the case of a lease under a power (Precedent XVII.) the words referring to the reversioners for the time being will of course be omitted, except that at the commencement of the lessee's and lessor's covenants, the covenantor should expressly covenant "for himself, his heirs, exors, admors, and assigns."

(*a*) It may be convenient here to mention some powers of leasing possessed by limited owners. A tenant in tail can grant a lease of any nature by a deed perfected by enrolment according to the Fines and Recoveries Act, 3 & 4 Will. IV., c. 74 (see s. 21), and can under the 41st section grant without enrolment a lease for any term not exceeding twenty-one years, to take effect in possession, or within twelve calendar months, where the rent is not less than five-sixths of the rack-rent. A tenant for life, tenant by curtesy or dower, and a husband seized in right of his wife, can, under the Settled Estates Act, 19 & 20 Vic., c. 120, s. 32, by deed demise the hereditaments to which he or she is so entitled in possession, except the principal mansion house, &c., for any term not exceeding twenty-one years, to take Leasing powers of limited owners.

PREC. I.

Agreement to let.
Parcels.
Term.
Rent.

part. THE LANDLORD agrees to let, and the tenant agrees to take THE HOUSE situate and being No. ——, in —— street, ——, in the county of ——, with the appurtenances from the —— day of —— next, FOR THE term of one year, and so on from year to year AT THE yearly rent of £——, payable quarterly on the usual quarter days, *or*, "on the ——

effect in possession at rack-rent; but the lease must not be without impeachment of waste, and must contain a covenant for payment of rent and a condition of re-entry on non-payment of rent or breach of covenant, and the lessee must execute a counterpart. It appears doubtful whether a guardian can grant a lease of his ward's lands for a term exceeding the minority, or even whether he can grant a lease at all: see 5 Dav. Prec., 3rd ed., p. 258, note. A lease granted by an infant himself is voidable at his election on his coming of age. Leases of an infant's land can be granted by the direction of the Court of Chancery under 11 Geo. IV. & 1 Will. IV., c. 65 s. 17. As to settled estates, see also the Settled Estates Act, 19 & 20 Vic., c. 120, and the amending Acts. The committee of a lunatic may, with the consent of the judges intrusted under the sign manual with the care, &c., of lunatics, grant building, repairing, improving, or farming leases, "or for other purposes," or of open mines, and, in some cases, of unopened mines, see the Lunacy Regulation Act, 16 & 17 Vic., c. 70, ss. 129, 130, 131, the Supreme Court of Judicature Act, 1875, 38 & 39 Vic., c. 77, s. 7. A rector or vicar may grant a lease for a term not exceeding twenty-one years, or three lives, reserving the accustomed rent, or more, with the consent of the patron and ordinary under 13 Eliz., c. 10, and may, under certain restrictions, grant farming leases with the consent of the bishop and patron for fourteen years, and, in some cases, for twenty years, under 5 & 6 Vic., c. 27. Most Ecclesiastical Corporations may, under the Ecclesiastical Leasing Acts, 1842 and 1858, 5 & 6 Vic., c. 108, 21 & 22 Vic., c. 57, with the consent of the Ecclesiastical Commissioners, grant leases for terms not exceeding in the case of building or repairing leases ninety-nine years, and, in the case of water rights, way leaves, and mines, sixty years. See further as to leases by Ecclesiastical corporations, Woodfall's Landlord and Tenant, Phillimore's Ecclesiastical Law, 1692. As to leases by the Universities of Oxford, Cambridge, and Durham, and the Colleges in those Universities, see the Universities and College Estates Acts, 1858, 1860, 21 & 22 Vic., c. 44, 23 & 24 Vic., c. 59. As to leases by Municipal Corporations, see 5 & 6 Will. IV., c. 76, s. 94, *et seq*. The trustees of a charity may (subject to the restrictions imposed by the Charitable Trusts Act, 1855, 18 & 19 Vic., c. 124, s. 29) grant any lease which they are expressly empowered to grant by the instrument creating the trust, or which is beneficial to the charity; as to the nature of the leases which they may grant in the absence of an express power, see Lewin on Trusts. They may also, with the consent of the Charity Commissioners, grant building, improving, or mining leases, under the Charitable Trusts Act, 1853, 16 & 17 Vic., c. 137, s. 21; see also s. 26, and the Amendment Act, 1855, s. 38. Under the last mentioned Act, s. 39, all leases

day of ——, &c.," either party to be at liberty to terminate the tenancy on giving three calendar months' notice to quit, expiring on any of the sd quarterly days, the landlord to pay all landlord's rates and taxes, and the tenant to pay all tenant's rates and taxes [*or*, the tenant to pay all rates and taxes except landlord's property tax](*b*). PREC. I.

As WITNESS, &c.

II.

AGREEMENT *for tenancy of a* COTTAGE *in the Country from* YEAR *to* YEAR. PREC. II.

AGREEMENT made this —— day of ——, BETWEEN A., of, &c., hereinafter called the landlord, of the one part, and B., of, &c., hereinafter called the tenant, of the other part. Parties.

1. THE LANDLORD agrees to let and the tenant agrees to take, from the —— day of —— for one year and so on from year to year until the tenancy is determined as hereinafter mentioned, the cottage and garden situate in the parish of ——, in the county of ——, in the occupation of ——, on the following terms and conditions. Agreement to let.

2. THE RENT to be £—— per annum, payable quarterly on the usual quarter days in each year, and the tenancy to be determined at any quarter day on either party giving a previous quarter's notice in writing to the other of his intention to do so. Rent.

3. THE TENANT to whitewash the cottage when required, Tenant to

granted by the trustees, pursuant to a scheme approved by the Board, are valid; see also the Act of 1855, s. 16, and the Amendment Act of 1869, 32 & 33 Vic., c. 110, s. 12, enabling a majority of the trustees to grant leases of lands vested in them, or the official trustee of charity lands.

(*b*) As to stamps on leases and agreements for leases, see the Stamp Act, 1870, 33 & 34 Vic., c. 97, ss. 96 to 100. See also 39 & 40 Vic., c. 16, s. 11.

PREC. II.

whitewash, and not take lodgers.

and not to take any lodgers or allow any married son or daughter to reside with him in the sd cottage without the written consent of the landlord.

As WITNESS, &c.

III.

PREC. III.

AGREEMENT *for Tenancy from* YEAR *to* YEAR *of part of a House to be used as* OFFICES, *the* LESSORS *being a* COMPANY.

Parties.

AGREEMENT made the —— day of ——, BETWEEN the —— Company, Limited (hereinafter called the landlords) of the one part, and ——, of, &c. (hereinafter called the tenant), of the other part.

Agreement to let.

Parcels.

1. THE LANDLORDS hereby agree to let and the tenant agrees to take ALL THOSE rooms or offices on the —— floor of the building, situate and being, &c., and numbered —— on the plan hereto annexed, with the fixtures and fittings specified in the schedule hereto, and the appurtenances, FOR

Term.

THE term of one year from the —— day of ——, and so on from year to year until the tenancy is put an end to at the end of the first or any subsequent year by either party on giving to the other —— calendar months' previous notice in

Reservation of rent.

writing, AT THE yearly rent of £——, and so in proportion for any fractional part of a year, to be paid by equal quarterly payments on the —— day of ——, &c., *or*, "the four usual quarter days," the first quarterly payment to be made on the —— day of ——, and the last to be made in advance one calendar month before the expiration of the tenancy.

Tenant agrees.

AND THE TENANT hereby agrees with the landlords as follows:—

To pay rent.

2. TO PAY the sd rent on the days and in manner aforesd.

To keep in repair.

3. TO KEEP the sd demised premises, including the fixtures and fittings thereof, internally in good and tenantable

condition and repair (reasonable wear and tear only excepted), and in such repair and condition to deliver up the same, together with all fixtures and fittings, at the expiration of the tenancy.

To permit landlords to enter and view, and to repair on notice.

4. To PERMIT the agents of the landlords to enter at all reasonable times for the purpose of viewing the condition of the sd premises, and at his, the tenant's expense, to make good all defects therein within one calendar month after notice thereof shall have been given or left upon the sd premises.

Not to use as dwelling place.

5. NOT TO use the sd premises nor any part thereof or suffer the same to be used as a dwelling or sleeping place or otherwise than as offices, without the consent in writing of the landlords, nor without such consent to make any alteration whatsoever therein.

Not to cause annoyance.

6. NOT TO do or suffer to be done anything which may be or grow to the injury or annoyance of the landlords or the other tenants or occupiers of the sd building, or which may render the landlords liable to pay in respect of the sd building, or any part thereof, more than the ordinary or present rate of premium for insurance against fire, or which may make void or voidable any policy for such insurance.

Not to assign or underlet without consent.

7. NOT TO assign or underlet the sd premises or any part thereof without the consent in writing of the landlords.

Power of re-entry.

8. THE LANDLORDS to have a right of re-entry on non-payment of the rent for 21 days, or breach of any of the tenant's agreements.

Landlords' agreement for quiet enjoyment.

9. AND THE landlords hereby agree with the tenant that he, duly paying the rent and performing the agreements hereinbefore contained, may peaceably hold the sd premises during the period aforesd without any disturbance by the landlords or any person claiming under them.

Schedule of fixtures and fittings belonging to the landlords.

IV.

PREC. IV.

AGREEMENT *for lease of* HOUSE *in* TOWN (*c*).

Parties.

AGREEMENT made this —— day of ——, BETWEEN A., of, &c., hereinafter called the landlord, which expression shall include his heirs and assigns, of the one part, and B., of, &c., hereinafter called the tenant, which expression shall include his exors, admors, and assigns, of the other part.

Agreement to let. Parcels.

1. THE LANDLORD agrees to grant and the tenant agrees to take a lease of ALL THAT messuage situate and being No. —— in —— street in the parish of ——, in the county of ——, with the appurtenances thereof, and the use of the fixtures now in [and intended to be fixed in] or about the sd messuage and premises and particularly described in the schedule hereto, FOR THE term of —— years from the —— day of ——, [determinable at the option of the tenant at the expiration of the first —— or —— years of the sd term on giving six calendar months' previous notice in writing to the landlord,] AT THE yearly rent of £——, payable quarterly on the —— day of ——, &c., *or*, "the usual quarter days," in every year during the sd term, without any deduction except for [land tax and] landlord's property tax, the first payment thereof amounting to £—— to be paid on the —— day of ——, the tenant to pay and discharge all rates, taxes, and assessments and outgoings whatsoever, whether parliamentary, parochial, local, or otherwise, which are now or shall at any time during the sd term be payable in respect of the sd premises or any part thereof except [the land-tax and] landlord's property-tax.

Term.

Reservation of rent.

Lease to contain covenants.

2. THE LEASE to contain covenants on the part of the tenant To pay the rent and rates, taxes, and assessments and

(*c*) This precedent and the following one are inserted for use where the preparation of the lease itself must for any reason be deferred, but if the granting of the lease is not to be contingent on anything to be previously done by the tenant (such as the erection of buildings), it would obviously be better to dispense with a preliminary agreement and grant the lease at once.

outgoings aforesd: To paint the external wood and iron work, and other parts previously painted with two coats of good oil colours, and clean and colour the external parts usually coloured once in every three years [at the same time as and to correspond with the adjoining houses], and to paint the inside with two coats of good paint, and re-grain and varnish the parts now grained once in every seventh year: To keep the sd premises and the fixtures therein during the term, and to yield the same up at the expiration thereof in a perfect and tenantable state of repair: To permit the landlord to enter and inspect the state of repair and to repair on notice: NOT to assign or underlet the premises without the consent in writing of the landlord [provided that such consent shall not be withheld to an assignment or underletting to a respectable and responsible person]: NOT to make any alteration in the sd premises: [NOT to use the same or any part thereof as a school or otherwise than as a private dwelling-house: NOT to exhibit any bill or placard on or about the sd premises intimating or giving notice that any part less than the whole of the sd premises is or will be to let: NOT to put up in or upon or affix to any part of the sd premises any writing or notification of any profession, trade, or business whatsoever: NOT to allow any sale by auction upon the sd premises without the consent in writing of the lessor: To insure in the sum of £—— at the least, *or*, "to the full value," *or*, "to three-fourths of the full value," in the —— office or some other responsible office in London or Westminster in the joint names of the landlord and tenant, and to produce the policy and receipts for premiums when required, and in the event of fire forthwith to lay out the amount received from the insurance office in reinstating the premises, and to make good any deficiency out of the tenant's own monies]: AND all other usual and reasonable covenants [which are commonly contained in the leases on the —— estate, *or*, "to be determined in case of dispute by the landlord's solicitor"].

To pay rent, &c.

To paint.

To keep in repair.

Permit landlord to enter and view.

Not to assign without consent.

Not to alter.

To use as private house only.

Not to let lodgings.

Not to use for trade or profession.

Not to hold sales by auction.

To insure.

Usual covenants.

3. [*If the landlord insures, add in lieu of the above provi-*

Landlord to insure.

PREC. IV.

sion for insurance, THE LANDLORD to insure the sd house and premises against fire in a responsible office in London or Westminster [and the expense thereof to be paid by the tenant to the landlord on demand, and to be recoverable as rent in arrear], and in the event of fire the amount received from the insurance office to be forthwith laid out in reinstating the premises.]

Power of re-entry.

4. THE LANDLORD to have the right to re-enter on non-payment of the rent, whether legally demanded or not, for twenty-one days after the same shall have become due, or for the non-performance of any of the tenant's covenants.

Lease to be executed on demand.

5. THE LANDLORD shall, whenever required, execute, and the tenant shall, whenever required, accept and execute a counterpart of a lease of the sd premises upon the terms and conditions aforesd, such lease and counterpart to be prepared by the solicitors of the landlord at the expense of the tenant [not exceeding £——, exclusive of stamp duty], and the landlord's title shall not be required to be shown.

Until execution covenants in lease to be binding.

6. UNTIL THE sd lease is executed the sd parties shall be bound by the covenants hereinbefore set forth and agreed to be contained in such lease as if the same were actually executed.

Power of distress.

7. THE LANDLORD shall also have a power of distress for recovery of the sd rent and any other moneys payable under this agreement in like manner as if such lease had been actually executed.

IN WITNESS, &c.

Schedule of fixtures.

V.

PREC. V.

AGREEMENT *for* UNDERLEASE *of* HOUSE *in* TOWN. VARIATIONS *where other* PROPERTY *is comprised in the* HEAD LEASE (*d*).

(*d*) In framing underleases, the express obligation must, of course, be imposed on the underlessee of observing such of the covenants of the head

PREC. V.

AGREEMENT made this —— day of ——, BETWEEN A., of, &c., (hereinafter called the "landlord," which expression shall include his exors, admors, and assigns), of the one part, and B., of, &c., (hereinafter called the "tenant," which expression shall include his exors, admors, and assigns), of the other part. Parties.

1. THE LANDLORD agrees to grant and the tenant agrees to take [subject to the license of the superior landlord being obtained, at the cost of the tenant, and provided the same can be obtained without payment of any fine or consideration] a lease of ALL THAT messuage situate and being, &c., in the parish of ——, in the county of ——, with the appurtenances thereof, which are held [together with other hereditaments] by the landlord under a lease hereinafter called the head lease, dated, &c., TOGETHER WITH the fixtures now Agreement to let. Parcels.

lease as must necessarily be observed by the tenant in possession to prevent a forfeiture, such as covenants relative to the mode of using the premises; and the covenants of the underlease should be so framed as to arm the lessor with the means of seeing that the covenants of the head lease, so far as they are to be imposed on the underlessee, are duly performed, and of enforcing such performance by action, with the right of re-entry in default. The proper course is to repeat such of the superior covenants as are to be performed by the underlessee *verbatim*, or (to save expense where the superior lease is too lengthy) in substance with the necessary modifications; thus, if the head lease contains a covenant by the lessee to repair on notice, the underlease should contain a covenant by the underlessee to repair on notice given either by the head lessor or sub-lessor, and the right of entry to view the condition of the premises and any other similar right should be reserved both to the head lessor and sub-lessor. And it is considered that, as a rule, a general covenant should be added for the performance by the underlessee of all the covenants of the head lease, so far as they relate to his premises, except the covenant for payment of rent, and any others intended to be excepted, and (in order that the loss of the head lease, and not merely the immediate damage arising from the breach of the particular covenant, may be the measure of damages in an action against the underlessee for causing the forfeiture of the head lease) an express covenant not to do anything whereby the head lease may be forfeited. On the other hand (unless the under lease is at a rack-rent), the sub-lessor should covenant to pay the ground rent, and perform such others (if any) of the covenants of the head lease as are to be performed by him, and also to produce the head lease, and (if the latter comprises other property) to perform the covenants thereof, so far as they relate to such other property.

PREC. V.

Term.

in or about the sd messuage and premises and particularly described in the schedule hereto, FOR THE term of —— years from the —— day of ——, AT THE rent, &c., *see last precedent.*

Lease to contain covenants similar to those in head lease.

2. THE LEASE shall [be subject to the reservations contained in the head lease for the benefit of the adjoining property of the ground landlord, and shall] contain covenants by the tenant similar to those contained in the head lease [so far as the same are applicable to the sd messuage and premises hereby agreed to be demised] with the variations rendered necessary by the difference in the circumstances, and so that (*e*) the "landlord" shall be substituted for the superior landlord as being the person to give any notice or consent therein mentioned, and with the exception of the covenants, &c., *here specify any covenants in the head lease which are inappropriate*, AND SHALL also contain covenants by the tenant, *here specify any covenants not contained in the head lease*, [and a general covenant to perform and to indemnify the landlord against the covenants of the head lease [so far as the same are applicable to the sd messuage and premises hereby agreed to be demised] other than the covenant for payment of rent [and the other covenants hereinbefore excepted,] and not to do, omit, or suffer anything whereby the head lease may be forfeited].

Power of re-entry.

3. THE LANDLORD to have a right of re-entry on non-payment of the rent for 21 days after the same shall have become due, whether legally demanded or not, or for the breach of any of the tenant's covenants.

Landlord's covenants.

4. THE LANDLORD to enter into the usual qualified covenant for quiet enjoyment, and to covenant for payment of the ground rent [and to perform the covenants of the head lease which are hereinbefore excepted, and all the covenants of the head lease with respect to the property therein comprised and not hereby agreed to be demised, and for production of the head lease].

(*e*) See *Williamson* v. *Williamson*, L. R. 17 Eq. 549; S. C. 9 Ch. 729.

5. THE LANDLORD when required shall execute, &c., *continue as in last Precedent, Nos. 5, 6, and 7.* PREC. V.

AS WITNESS, &c.

Schedule of fixtures.

VI.

AGREEMENT *for Letting a* FURNISHED HOUSE (*f*). PREC. VI.

AGREEMENT made the —— day of ——, BETWEEN A., of, &c. (hereinafter called the landlord), of the one part, and B., of, &c. (hereinafter called the tenant), of the other part. Parties.

1. THE LANDLORD agrees to let, and the tenant agrees to take THE DWELLING-HOUSE and premises, situate and being No. ——, in —— street, in the parish of ——, and county of ——, furnished as stated in the inventory signed by the sd parties or their agents, FOR A term of —— [calendar months] commencing on the —— day of —— and ending on the —— day of ——, AT THE [monthly] rent of £——, payable [monthly] in advance, namely £—— on possession being taken, £—— on the —— day of ——, &c. Agreement to let. Parcels. Term. Reservation of rent.

2. THE TENANT agrees to pay the sd rent to the landlord in manner aforesd. Tenant agrees to pay rent.

3. TO REPLACE and make good all breakages, deficiencies, and damage to the furniture, fixtures, fittings, and effects in the sd dwelling-house and premises, which may happen during the period of his tenancy (except reasonable use and wear and damage by accidental fire). To replace breakages, &c.

4. AT THE expiration of the sd tenancy, to deliver up to To deliver

(*f*) It would be better to reserve a separate rent for the furniture, lest by the death of the lessor the right to the house and furniture should become severed, as the apportionment of the rent in that case might be difficult. The same remark applies in the case of a lease of freeholds and leaseholds together. Where in a formal lease a separate rent is reserved in respect of the furniture, a power of distress should be inserted, p. 515 (see 5 Dav. Prec., 3rd ed., pp. 31 and 114, notes; Elphinstone's Introd. Conv., 237.)

PREC. VI.

up in same condition.

the landlord possession of the sd house and premises with the whole of the sd furniture and effects according to the sd inventory, and in the same rooms in which the same now are, in as sound, perfect, and clean a condition as at the commencement of the sd tenancy (except as aforesd).

To pay for washing.

[5. To pay for the washing of such articles as may require washing.]

To give notice of infectious illness.

[6. In the event of infectious illness happening in the sd house during the sd tenancy to give written notice thereof, and any other information which may be required relative thereto, to the landlord or his agent, before or immediately upon the expiration of the tenancy, and to pay to the landlord the sum of £—— for the expenses of disinfecting the sd premises, and replacing any articles and things the destruction of which may be rendered necessary by such illness, and in case of default in giving such notice as aforesd, to pay to the landlord in addition the sum of £—— as liquidated damages.]

Not to assign, &c.

7. Not to assign, underlet, or part with his interest under this agreement without the written consent of the landlord.

Landlord to pay superior rent, &c.

8. The landlord agrees to pay the superior rent and all rates, taxes, insurance, and other outgoings payable in respect of the sd premises, except the gas-rate which is to be paid by the tenant during the sd tenancy.

Power of re-entry.

9. In case of non-payment of rent or breach of this agreement by the tenant, the landlord shall be at liberty to re-enter and take possession of the sd house and premises, without prejudice to his right to recover all rent then in arrear and any damages for breach of this agreement.

As witness, &c.

VII.

AGREEMENT *for Letting* FURNITURE, *&c., to Hire.* PREC. VII.

AGREEMENT made the —— day of ——, BETWEEN A., of, &c., of the one part, and B., of, &c., of the other part. Parties.

1. THE SD A. shall let to hire to the sd B., his exors and admors, THE FURNITURE, fixtures, goods, and effects, set forth in the schedule or list hereunto annexed (which are now in, upon, or about the house and premises known as, &c., in the occupation of the sd B., but are the property of the sd A.), AT THE rent of £—— per calendar month, and so in proportion for any less period than a month, to be paid by the sd B., his exors or admors, to the sd A., his exors, admors, or assigns, on the —— day of —— in every month, the first monthly payment thereof to be made on the —— day of —— next. Agreement to let. Reservation of rent.

2. THE SD B., for himself, his exors and admors, hereby agrees with the sd A., his exors, admors, and assigns, at all times during the sd letting to hire of the sd effects, to keep the same in a good and perfect state of repair and condition in every respect and insured against fire to their full value in some respectable office, and whenever required to produce the policy of such insurance and the receipt for the last premium to the sd A., his exors, admors, or assigns, and also to replace such of the sd effects as may be broken, destroyed, or damaged (by whatsoever means), with other articles of equal value, and not to remove the sd effects or any part thereof from the sd house and premises, nor to underlet, lend, or part with the possession of the same, either directly or indirectly to any person or persons whomsoever without the previous written consent of the sd A., his exors, admors, or assigns. Tenant to keep in repair. Insure. Replace broken furniture. Not to remove or part with furniture, &c.

3. PROVIDED ALWAYS that the sd A., his exors, admors, or assigns, may at any time without giving any previous Power of re-entry

PREC. VII. without notice.

notice to the sd B., his exors or admors, put an end to the sd letting to hire, and may thereupon enter upon the sd premises or any part thereof, and remove and carry away the sd effects.

As WITNESS, &c.

Schedule.

VIII.

PREC. VIII.

LEASE *of a* DWELLING HOUSE *in a* TOWN *for twenty-one years, determinable by Lessee at end of first seven or fourteen years, with ordinary covenants. The* LESSEE *insuring.*

Parties.

THIS INDRE, made the —— day of ——, BETWEEN A., of, &c. (hereinafter called the lessor), of the one part, and B., of, &c. (hereinafter called the lessee), of the other part,

Witnesseth.

WITNESSETH that in consideration of the rent and covenants hereinafter reserved and contained and on the part of the lessee, his exors, admors, and assigns to be paid and performed, the lessor doth hereby demise and lease unto

Demise.

Parcels.

the lessee, his exors, admors, and assigns, ALL THAT messuage or tenement situate and known as No. ——, in —— Road, in the parish of ——, in the county of ——,

General words.

TOGETHER WITH the rights, members, and appurtenances, to the same premises belonging. *Reservation of right of drainage, p.* 495.

Habendum.

To lessee.

TO HAVE AND TO HOLD the sd premises hereby demised UNTO the lessee, his exors, admors, and assigns, from the —— day of —— for the term of twenty-one years thence next ensuing, determinable nevertheless as hereinafter mentioned. *Reservation of rent, payable quarterly,* p. 497; *Covenants by lessee to pay rent, and rates and taxes,* pp. 498, 499; *to paint outside and inside,* p. 499; *to keep in repair,* p. 499; *to pay proportion of expense of maintaining roads, sewers, &c.,* p. 500; *to deliver up at end of*

tenancy with all fixtures (*f*), *&c., in good repair*, p. 501 ; *to permit lessor to enter to view and repair on notice*, p. 501 ; *to insure, and rebuild in case of fire*, p. 503 ; *not to make alterations in premises*, p. 505 ; *to use as private dwelling-house only*, p. 506 ; *not to do any act to the damage, &c., of lessor*, p. 507 ; *not to assign or underlet without license*, p. 507 ; *Proviso for re-entry*, p. 512 ; *Covenants by lessor for quiet enjoyment*, p. 511 ; *Power to lessee to determine lease at end of first seven or fourteen years*, p. 515. PREC. VIII.

In witness, &c.

IX.

LEASE *of a* House *in a* Street, *the* Lessor *insuring. Short Form adapted to a lease by an* Owner *or under a* Power. PREC. IX.

THIS INDRE, made, &c., Between A., of, &c. hereinafter called the lessor, which expression shall, unless excluded by the context, include the person or persons from time to time entitled to the reversion of the premises hereinafter demised expectant on the term hereinafter granted [under an indre of settlement dated, &c., *or*, the will dated, &c., of X., deceased] (*g*) of the one part, and B., of, &c. hereinafter called the lessee, which expression shall, unless excluded by the context, include his exors, admors, and assigns, of the other part, WITNESSETH that in con- Parties. Witnesseth.

(*f*) The following is a list of the more ordinary landlord's fixtures: "Chimney-pieces, windows, doors, bolts, bars, fastenings, water-closets, sinks, cisterns, pipes, pumps, posts, pales, rails, gas-pipes, wainscots, partitions, cupboards, shelves, and dressers." A separate inventory of the landlord's fixtures may be signed to accompany the lease.

(*g*) Or a clause interpreting the words "lessor" and "lessee" may be inserted at the end of the lease. See p. 516.

PREC. IX.

sideration of the rent hereinafter reserved, and the lessee's covenants hereinafter contained, the lessor [by virtue of every power hereunto enabling him] doth demise unto the lessee ALL THAT messuage or tenement, &c., with the appurtenances thereof, *Reservations*, p. 495, TO HOLD the sd premises hereby demised UNTO the lessee from the —— day of —— for the term of —— years [determinable as hereinafter mentioned]. *Reservation of rent*, p. 497: AND THE LESSEE doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor that the lessee will at all times during the sd term, *or*, "tenancy," duly observe and perform all and singular the covenants and provisions following (that is to say), 1. Will pay, &c., *to pay rent*, p. 498; 2. Will pay all rates, &c., *to pay rates and taxes*, p. 499; *to paint*, p. 499; *repair*, p. 499; *deliver up in good repair*, p. 501; *permit lessor to enter and view, &c.*, p. 501; *to use as private house only*, p. 506; *not to do any act to the damage of the lessor*, p. 507; *not to make alterations, &c.*, p. 505; *not to assign or underlet without license*, p. 507; *the covenants being numbered, commencing as above. Proviso for re-entry*, p. 512: AND THE LESSOR doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessee, *to insure, and rebuild in case of fire*, p. 510: *For quiet enjoyment*, p. 511, "without any interruption by the lessor, or any person claiming under him [or the hereinbefore mentioned indre of settlement, *or* 'will']": *Power to lessee to determine lease at end of first —— years*, p. 515.

Demise.
Parcels.
Habendum.
To lessee.
Lessee's covenants.
Lessor's covenants

IN WITNESS, &c.

X.

PREC. X.

UNDERLEASE *of a* HOUSE *in* TOWN. VARIATIONS *where other* PROPERTY *is comprised in the* HEAD LEASE. (*h*)

(*h*) See note, p. 524. If the license of the superior landlord is required to the underlease, and he is made a party for the purpose, the head lease

PREC. X.

THIS INDRE, made, &c., BETWEEN A., of, &c. (hereinafter called the lessor (*i*), of the one part, and B., of, &c. (hereinafter called the lessee (*i*)), of the other part, WITNESSETH that in consideration of the rent hereinafter reserved and the covenants by the lessee hereinafter contained, the lessor doth demise unto the lessee, his exors, admors, and assigns, ALL THAT messuage or tenement, &c., which are held [together with other hereditaments] by the lessor under a lease dated, &c., with the appurtenances thereof [subject to the reservations contained in the sd superior lease of the right, &c., *state reservations, if any, in superior lease:* AND EXCEPT and reserving unto the lessor, his exors, admors, and assigns, &c., *additional reservations, if any, to sub-lessor*]. *Habendum*, p. 496; *Reservation of rent*, p. 497: AND THE LESSEE doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor, his exors, admors, and assigns, that the lessee, &c., *to pay rent*, p. 498: AND ALSO, &c. *here insert covenants similar to those in the head lease, or such of them as*

Parties. Witnesseth. Demise. Parcels. Lessee's covenants.

should be shortly recited, setting forth the covenant against assignment and underletting, with the addition of the following recital: "AND WHAS the sd X., *superior landlord*, has agreed to concur in these presents for the purpose of giving his consent to the underlease intended to be hereby granted in manner hereinafter expressed," and the demise will be expressed to be "with the consent (hereby testified) of the sd X.," and a proviso should be added, "that the license hereinbefore given by the sd X. to this present demise shall not be deemed to authorize any further assignment or underletting." See LICENSES. If a separate license is given, it need not be referred to in the underlease.

In taking an under-lease, especially where a premium is paid, regard should be had to the possibility of the original lessee becoming bankrupt, and the trustee disclaiming under the Bankruptcy Act, 1869, s. 23, by which the under-lease would be destroyed. See *Taylor* v. *Gillott*, L.R., 20 Eq., 682.

(*i*) The words "lessor" and "lessee" may by an interpretation clause be made to include their respective exors, admors, and assigns. If this is not done, it will, of course, be necessary in adapting the forms of the clauses to an underlease to substitute throughout "exors, admors," for "heirs," in the case of the lessor.

PREC. X.

are to be performed by the lessee, substituting throughout the sub-lessor for the ground landlord, and the sub-lessee for the original lessee, except that in the covenant to permit lessor to enter and view and to repair on notice, the power to enter and view will be reserved to, and the notice to repair will be given by "the lessor, his exors, admors, and assigns, and the superior landlord, and their respective agents and surveyors," *add the other covenants, if any, to be entered into by the lessee, and a general covenant to perform covenants in head lease other than for payment of rent and any other excepted covenants,* p. 509; *Proviso for re-entry,* p. 512; *Covenant by lessor for quiet enjoyment,* p. 511: AND ALSO will during the sd term pay the rent reserved by the sd indre of lease of the —— day of —— on the first day on which the same shall be payable: [AND WILL perform and observe the covenants on the part of the lessor contained in the superior lease to, *here specify any covenants in the head lease which are to be performed by lessor in respect of the demised premises, and if the head lease comprises other property, add,* "AND WILL perform and observe all the covenants, agreements, and provisions on the part of the original lessee contained in the superior lease of the sd premises, so far as the same affect the premises comprised therein and not hereby demised": AND ALSO will at any time during the sd term, at the request and cost of the lessee, his exors, admors, or assigns, produce and show the superior lease of the sd premises to him or them, or in any judicial proceeding, and furnish him or them with copies or abstracts thereof, and will keep the same safe, whole, and uninjured fire or other inevitable accident excepted.

Lessor's covenants.

To pay superior rent.

Perform covenants in head lease.

Produce head lease.

IN WITNESS, &c.

XI.

LEASE *of a* HOUSE *in a* SQUARE *to a* BUILDER'S NOMINEE, *the* LESSOR *insuring at the* EXPENSE *of the* LESSEE. COVENANT *by* LESSEE *to contribute towards* EXPENSE *of keeping up Square* GARDEN. PREC. XI.

THIS INDRE made, &c., BETWEEN A., of, &c. (hereinafter called the lessor, (*k*) which expression shall be construed as including the reversioner for the time being when the context so requires or admits), of the first part, B., of, &c. *builder*, of the second part, and C., of, &c., (hereinafter called the lessee which expression shall be construed as including his exors, admors, and assigns, when the context so requires or admits), of the third part: WITNESSETH that in consideration of the expense incurred by the sd B. in erecting the messuage hereinafter demised, and of the sum of £—— upon the execution of these presents to the sd B. paid by the lessee, *receipt*, and of the rents and covenants on the part of the lessee hereinafter reserved and contained, the lessor doth hereby on the nomination and by the direction of the sd B. demise and lease unto the lessee: ALL THAT piece of ground situate, &c., with the messuage or dwelling-house lately erected by the sd B. on the sd piece of ground, and numbered or intended to be numbered ——: TOGETHER WITH all ways, water-courses, lights, easements, rights, and appurtenances to the sd premises belonging: TO HAVE AND TO HOLD the sd premises expressed to be hereby demised UNTO the lessee for the term of —— years, to be computed from the —— day of ——, determinable nevertheless as hereinafter provided: *Reservation of rent payable quarterly*, p. 497; *Covenants by lessee with lessor, omitting throughout the words*, "heirs, exors," *&c., for payment of rent*, p. 498; *rates and taxes*, p. 499; *to repay lessor sums paid for insurance*, p. 503; AND ALSO will pay to the

Parties.

Witnesseth.

Demise.

Parcels.

General words.

Habendum to lessee.

Lessee's covenants.

To contribute share

(*k*) See p. 517, n. (*z*).

PREC. XI.

of expense of keeping up square garden.

lessor the yearly sum of £—— towards the expense, *or*, "a due proportion with the owners and occupiers of the other messuages fronting the gardens and plantations hereinafter mentioned (such proportion to be assessed by the surveyor of the lessor which assessment shall be binding and conclusive) of the expense," of keeping the garden and plantation in the centre of the sd square in good order and condition, and repairing and painting the curb and iron railings surrounding the same, until the lessor shall give notice in writing that he will cease to keep up the same garden or plantation as aforesd, and the contribution of the lessee towards such expense as aforesd shall be recoverable by the lessor in like manner as rent in arrear, and upon such notice being given by the lessor as last aforesd and thenceforward during the continuance of the term hereby granted, the lessee will, jointly with the lessees and occupiers of the other messuages fronting the sd garden and plantation, maintain the same in good order, and supply the same with fresh flowers, plants, and shrubs, and repair and paint the curb and iron railing surrounding the sd garden, in all respects to the satisfaction of the lessor, his surveyor, or agent: *to paint outside once in every four years*, "of a proper, usual, and uniform colour, at the same time as the adjoining houses, and to correspond with them, the month for executing such painting to be appointed by the lessor," p. 499 ; *to paint, &c., the inside once in the last quarter of every seventh year of the term*, p. 499 ; *to keep in repair*, "damages by fire only excepted," p. 499 ; *to pay proportion of expense of maintaining roads and sewers, &c.*, p. 500 ; *to yield up in good repair*, "damages by fire and reasonable wear and tear of fixtures only excepted," p. 501 ; *to permit lessor to enter and view, and to repair on notice*, p. 501 ; *not to make alterations in premises*, p. 505 ; *not to do anything to the annoyance or damage of the lessor or his tenants*, p. 507 ; *to use as private dwelling-house only, &c.*, p. 506 ; *not to assign or underlet without license*, p. 507 ; *Proviso for re-entry*, p. 512; *Covenants by lessor to insure and*

rebuild, &c., in case of fire, p. 510; *and for quiet enjoyment,* p. 511; *power to lessee to determine lease at end of first —— years,* p. 515. PREC. XI.

IN WITNESS, &c.

XII.

LEASE *of* NEWLY ERECTED HOUSE *and* SHOP *to Two Persons as* JOINT TENANTS. PREC. XII.

THIS INDRE made, &c., BETWEEN A., of, &c. (hereinafter called the lessor), of the one part, and B., of, &c., and C., of, &c. (hereinafter called the lessees), of the other part: WITNESSETH that in consideration of the expense which has been incurred by the lessees in building the dwelling-house and shop hereby demised, and of the rent, &c., the lessor doth hereby demise unto the lessees, their exors, admors, and assigns, ALL THAT piece of ground, &c., together with the newly erected dwelling-house and shop standing thereon, AND TOGETHER also with, &c., *rights of way, drainage, &c.* p. 494, *Reservations,* p. 495: TO HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby demised UNTO the lessees, their exors, admors, and assigns, from the —— day of ——, for the term of —— years, *Reservation of rent,* p. 497: AND THE LESSEES do hereby for themselves, their heirs, exors, admors, and assigns, covenant with the lessor, his heirs and assigns, that they, the lessees, their exors, admors, and assigns, will, &c., *to pay rent,* p. 498, *and rates and taxes,* p. 499; *to repair,* p. 499; *to paint,* p. 499; *to contribute to repair of sewers, &c.,* p. 500; *to permit lessor to enter and view, &c., and repair on notice,* p. 501; *to deliver up in good repair,* p. 501; *to insure, and rebuild in case of fire,* p. 503; *not to carry on offensive trades, &c.,* p. 506; *not to assign &c., without license,* p. 507; *not to make alterations, &c.,* p. 505; *proviso for re-entry,* p. 512: AND THE LESSOR doth hereby for himself, his heirs, exors, and admors,

Parties. Witnesseth. Demise. Parcels. Habendum to lessees. Covenant by lessees. Lessor's covenants.

PREC. XII. covenant with the lessees, their exors, admors, and assigns, that they, &c., *for quiet enjoyment*, p. 511.

IN WITNESS, &c.

XIII.

PREC. XIII. UNDERLEASE *of Business* OFFICES *to Two Persons as* TENANTS IN COMMON. (*l*)

Parties. THIS INDRE made, &c., BETWEEN A., of, &c. (hereinafter called the lessor), of the one part, and B., of, &c., and C., of, &c. (hereinafter called the lessees), of the other part: WIT-

Witnesseth. NESSETH that in consideration of the yearly rent hereby reserved, and of the covenants and agreements on the part of the lessees hereinafter contained, the lessor doth hereby

Demise. demise and lease unto the lessees, their exors, admors, and

Parcels. assigns, ALL THOSE four rooms, offices, or apartments, situate and being on the —— floor at No. ——, in —— Street, in the county of ——, and now and for some time past in the tenure or occupation of the lessees, together

Right of way. with the appurtenances belonging thereto: AND TOGETHER WITH free ingress and egress for the lessees, their exors, admors, and assigns, and others, to and from the sd demised premises along and through the common stair-cases and passages of the sd building, at all times during the term hereby granted between the hours of —— in the morning and —— in the night on every day in the year (Sundays, Good-Friday, and Christmas-Day, and all other general holidays and days appointed for public thanksgiving or prayer excepted): AND the use of the water-closets

Use of conveniences. lavatories, and conveniences on the —— floor of the sd

Habendum to lessees. premises: TO HAVE AND TO HOLD the sd premises hereby demised UNTO the lessees, their exors, admors, and assigns as tenants in common, from the —— day of —— now last for the term of —— years, *Reservation of rent payable half-yearly*, p. 497: AND THE LESSEES do hereby for themselves

Lessees' covenants.

(*l*) See note (*h*), p. 533.

PREC. XIII.

their heirs, exors, admors, and assigns, and as a separate covenant each of them doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor, his exors, admors, and assigns, that they, the lessees, their exors, admors, and assigns, will, &c., *for payment of rent*, p. 498; *to paint, &c., the inside of premises, substituting in this clause and subsequently, for* "the lessee, his exors, &c.," "the lessees, their exors, &c.," p. 499; *to keep the inside of premises in repair*, p. 500; *to deliver up in such good repair at end of tenancy with fixtures*, p. 501; *to permit lessor to enter and view, and to repair on notice*, p. 501; *not to make any alteration in premises*, p. 505: AND ALSO will not use or occupy the sd premises or permit the same to be used or occupied otherwise than as offices, or for any purpose, or in any manner inconsistent with such user or occupation, nor so as to be a nuisance or annoyance to the owners or occupiers of the other offices or rooms in the same house, or the adjoining houses: AND ALSO will not allow clerks or servants to use water-closets, lavatories, or conveniences, appropriated to the use of principals: *Not to assign or underlet without license*, p. 507; *proviso for re-entry*, p. 512, if the lessees, their respective exors, admors, or assigns, shall make default, &c. AND THE LESSOR doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessees, their exors, admors, and assigns, and as a separate covenant with each of them, his exors, admors, and assigns, *to pay rates and taxes*, p. 509; AND ALSO will from time to time, and at all times during the sd term, keep the main walls and timbers, roof, drains, and exterior of the sd building and premises, and the staircase, passages, water-closets, and lavatories, and such other internal parts thereof as shall from time to time be used by the lessees, their exors, admors, and assigns, in common with the owners or occupiers of the other rooms or offices in the sd building, in good and substantial repair and properly cleansed; *to insure and rebuild in case of fire*, p. 510; *for quiet enjoyment*, p. 511.

To use as offices only.

Not to allow clerks to use conveniences.

Lessor's covenants.

To keep in repair.

IN WITNESS, &c.

XIV.

PREC. XIV.

AGREEMENT *by* TRUSTEES *of a will or settlement for a* BUILDING LEASE. *The existing* BUILDINGS *to be pulled down and others erected.* VARIATIONS *where the agreement is subject to the* APPROVAL *of the Chancery Division of the High Court of Justice in an* ACTION *or under the* SETTLED ESTATES ACTS (*m*).

Parties.

AGREEMENT made, &c., BETWEEN A., of, &c., and B., of, &c., *trustees*, hereinafter called the lessors, of the one part, and C., *lessee*, hereinafter called the tenant, of the other part.

Agreement to let.

1. IN CONSIDERATION of the rent and agreements on the part of the tenant hereinafter reserved and contained, the lessors hereby agree, [subject to the approbation of the Chancery Division of the High Court of Justice being obtained for that purpose as hereinafter mentioned], to grant to the tenant, his exors, admors, or assigns, or to such person or persons as he or they shall direct, at the time, and in the manner and subject as hereinafter mentioned, a lease of

Parcels.

ALL THAT piece of ground on which a messuage and buildings are now erected, situate, &c., and with the admeasurements and abuttals delineated in the plan, &c., Together with the messuage and buildings to be erected thereon as hereinafter

Term.

provided, and the appurtenances thereof FOR THE term of —— years, to be computed from the —— day of ——, AT

Rent.

THE yearly rent for the first year of such term of £——, and for every subsequent year of £——, payable [quarterly] without deduction, except for property-tax, and to be in other respects according to the form of lease contained in the schedule hereto.

Tenant to pull down existing buildings and erect new ones.

2. THE TENANT shall at his own costs and charges with all reasonable speed, pull down and remove the messuage,

(*m*) See 19 & 20 Vic., c. 120, ss. 2 to 10; 21 & 22 Vic., c. 77, ss. 2 to 5; 27 & 28 Vic., c. 45, ss. 1 & 2.

buildings, and erections now standing and being upon the sd piece of ground, and erect and build thereon in a substantial and workmanlike manner with the best materials of their several kinds, and in conformity in every respect with plans, elevations, sections, and specifications already approved of and signed by the surveyor for the time being of the lessors, and under the inspection and to the satisfaction of such surveyor, one messuage of the first-rate class of building with all proper and suitable outbuildings, offices, conveniences, and appurtenances, and shall expend in building such messuage and premises not less than the sum of £——, the sd messuage to be built and covered in on or before the —— day of ——, and to be completely finished fit for habitation on or before the —— day of ——, and shall not at any time during the term hereby agreed to be granted erect or build or permit to be erected or built upon any part of the sd piece of ground hereby agreed to be demised any messuage, building, or erection, not conformable to the plans and elevations previously approved and signed by the sd surveyor, nor make any alteration in the external elevation of the sd messuage, buildings, and erections, without the previous consent in writing of the lessors.

Old materials to belong to tenant.

3. All the materials of the sd messuage, buildings, and erections which are to be pulled down as aforesd shall become the absolute property of the tenant.

Tenant not to create nuisance.

4. The tenant shall not during the progress of the works or afterwards create or allow any unnecessary nuisance upon the sd premises.

Lessor may enter and view.

5. The lessors or their agent may at all reasonable times enter upon the sd premises and view the state and progress of the sd buildings and works and the materials used and intended for use therein.

Tenant not to assign.

6. The tenant shall not assign or part with the benefit of this agreement without the previous consent in writing of the lessors.

Power of re-entry for non-completion.

7. Provided always that in case the sd messuage and premises hereby agreed to be erected shall not be erected

PREC. XIV.

and covered in and completely finished and made fit for habitation within the respective periods hereinbefore limited for such respective purposes according to the stipulations hereinbefore contained [in which respect time shall be of the essence of this agreement], or in case of any breach of any of the agreements or stipulations herein contained and on the part of the tenant to be performed, [or in case any event shall happen upon which the lessors would be entitled to re-enter upon the sd premises if the sd lease had been actually executed by virtue of the proviso for re-entry to be therein contained,] then and in any such case this agreement shall, at the option of the lessors, cease and determine, and the lessors may re-enter upon and take possession of the sd piece of ground and premises together with all buildings and erections, materials and things thereon without making to the tenant any compensation or allowance for the same.

Option to lessors to extend time for completion.

8. PROVIDED ALSO that in case any such default as aforesd shall be made in erecting, covering in, or completing the sd messuage and premises within the respective periods aforesd, and the lessors shall elect to enforce the specific performance of this agreement, they shall be entitled to fix such extended period or periods for the erecting, covering in, and completing respectively of the sd messuage and premises as they shall think fit, and in such case this agreement shall be read and construed as if the period or periods so fixed had been originally inserted herein instead of the period or periods hereinbefore fixed in that behalf.

Lease to be executed on completion.

9. THE SD LEASE shall be granted and the tenant shall accept the same and execute a counterpart thereof when and so soon as the sd messuage shall have been completely finished and made fit for habitation, and the other works hereinbefore agreed to be executed by the tenant shall have been executed in accordance with the stipulations hereinbefore contained, such lease and counterpart to be prepared by the solicitor of the lessors at the expense of the tenant, who shall not require any abstract or evidence of the title of the lessors.

10. UNTIL SUCH lease shall be granted the rent agreed to be reserved thereby, and all rates and taxes to become payable in respect of the sd piece of ground and premises, shall be paid by the tenant, and all covenants and agreements on his part agreed to be contained in such lease shall so far as the same shall be applicable be performed by the tenant as though such lease had been actually granted, and the lessors shall at their option have and be entitled to all such remedies by distress, action, and otherwise, for recovering rent in arrear, and for breach of any of the covenants or agreements on the part of the tenant, as if the sd lease had been granted.

Until execution, tenant to pay rent and perform covenants.

[11. In case the tenant shall die before the sd messuage shall have been completely finished and made fit for habitation, and the other works hereinbefore mentioned shall have been executed according to the stipulations hereinbefore contained, the lessor shall be entitled at his option either to require this agreement to be performed by the exors or admors of the tenant, or to determine this agreement by giving a notice in writing in that behalf to such exors or admors, and in case he shall elect to determine the same he shall pay to the exors or admors of the tenant the amount which shall be certified by the sd surveyor to have been properly expended by the tenant in or about the building of the sd messuage and the execution of the other works aforesd after deducting the value of the old materials.]

Provision for death of tenant.

12. THE COSTS of and incidental to the preparation and execution in duplicate of this agreement, and of the sd lease and a counterpart thereof, shall be borne and paid by the tenant.

Costs.

[13. THE LESSORS shall use their best endeavours at their expense, *or*, "at the joint expense of the lessor and the tenant," to obtain the sanction of the Chancery Division of the High Court of Justice to this agreement, and in case such sanction shall not be obtained within —— calendar months from the date hereof, this agreement and everything herein contained shall be void, except the provision as to

Sanction of Chancery Division to be obtained.

PREC. XIV.

the payment of the expenses of this agreement and of such application to the Court as aforesd.]

IN WITNESS, &c.

The Schedule above referred to.

Form of Lease.

XV.

PREC. XV.

AGREEMENT *for* BUILDING LEASES *with* OPTION *to Lessee to* PURCHASE *the freehold.*

Parties.

AGREEMENT made this —— day of —— BETWEEN A. of, &c., hereinafter called the lessor, which expression shall, if the context will admit, include his heirs and assigns [and also the other person or persons who may hereafter for the time being be entitled to the pieces of ground and hereditaments hereinafter mentioned in reversion expectant on the term hereinafter agreed to be granted under an indre of settlement dated, &c., *or*, " the will dated, &c., of X., deceased "], of the one part, and B. of, &c. hereinafter called the tenant, which expression shall, if the context will admit, include also his exors, admors, and assigns, of the other part.

Tenant may enter and build.

1. THE TENANT may enter for the purpose only of building as herein stipulated upon the pieces or plots of ground and hereditaments described in the plan hereto annexed, situate in the parish of ——, and county of ——, on the north side of a new road called or intended to be called, &c.

Tenant to build not less than — houses.

2. THE TENANT shall erect, cover in, and complete fit for habitation upon the sd pieces of ground in a good and substantial manner, and with the best materials in accordance with plans, drawings, elevations, and specifications already approved of and signed by the tenant and the surveyor of the lessor, and to the reasonable satisfaction, in all respects, of such surveyor for the time being, not less than —— houses,

with proper and suitable offices and outbuildings, vaults, areas, drains, and fences, on the sites and in the positions marked out and indicated by boundary lines coloured —— in the sd plan.

Tenant to make a road.

3. THE TENANT shall also at his own sole expense construct and make along the front of the sd piece of ground, coloured —— in the sd plan, to the satisfaction of the sd surveyor, a proper roadway and pathway of the respective widths of —— feet and —— feet.

Tenant to pay share of expense of maintaining roads, &c.

4. THE TENANT shall pay and contribute a proportionate share of the expense of constructing, repairing, and maintaining the main sewers, and the roads and foot-pavements, and lighting and watering the roads, until undertaken by the parish or other local authorities, such proportionate part to be fixed by the sd surveyor, but not to exceed —— in the pound on the rateable value.

Houses to be covered in within certain dates.

5. THE SD houses shall be erected and covered in within the times following, namely [ten] thereof before the —— day of —— now next, —— more before the —— day of —— 18—, and the remaining —— before the —— day of ——, and every house shall be completely finished and ready for habitation within —— calendar months after the time appointed for covering in.

Each house to cost £——

6. THE TENANT shall expend in the erection of each house the sum of £—— at the least, [of which sum the sum of £—— shall be expended before the tenant or his nominee shall be entitled to a lease].

Tenant not to cause a nuisance.

7. THE TENANT shall not, during the progress of the works or afterwards, set up any steam engine, or burn bricks or clay or cement, or allow any other unnecessary nuisance on the premises, or any part thereof. And no house to be erected as aforesd shall be used for any purpose other than a private dwelling-house. And no excavation shall be made, except for the purpose of digging foundations, and any gravel, chalk, and sand, raised or dug up, shall not be sold or disposed of by the tenant, but shall be deposited for the use of the lessor as directed by the sd surveyor.

Restriction on user of houses.

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Compliance with Building Acts.

8. THE TENANT shall, in building the sd houses and executing the other works hereinbefore mentioned, comply in all respects with any and every Act of Parliament for the time being in force relating to any such matter, and pay and indemnify the lessor against all penalties, claims, and expenses, to be incurred or made by or against either the lessor or tenant under the provisions of any such act.

Tenant to insure.

9. THE TENANT shall insure the buildings when sufficiently advanced to require the same in three-fourths of their respective values.

10. *Power to lessor to enter and inspect buildings, &c., as in last precedent, clause* 5 (*n*).

Lessor to grant leases when houses are finished.

11. WHEN AND as each of the sd houses shall have been duly erected and covered in, *or*, "completely finished ready for habitation," *or*, "the sum of £—— shall have been expended on each house," in accordance with the stipulations hereinbefore contained, [and a certificate to that effect, signed by the sd surveyor, shall have been produced to the lessor], he, the lessor, shall, by one or more deed or deeds, grant to the tenant, or his nominee or nominees, who shall accept the same, a lease or leases of such respective houses with the ground whereon the same shall be erected, and the appurtenances thereof, FOR a term of ninety-nine years from the —— day of —— AT THE yearly rent for each house following (namely), £—— for the year ending the —— day of —— 18—, £—— for the year ending, &c., and £—— per annum for every other year of the sd term, payable quarterly on the —— day of ——, &c., the first quarterly payment to be made on the —— day of ——. And in the meantime, and until the sd respective rents shall commence, the sd respective leases shall be at the yearly rent of a peppercorn.

For term.

Reservation of rent.

Leases to contain covenants.

12. SUCH LEASES shall contain the following covenants on the part of the tenant. 1. To pay the rent as aforesd. 2. To pay all rates and taxes except landlord's property tax.

(*n*) If the tenant has only a power of entry to erect the buildings and no estate in the land until the leases are granted, this clause should be omitted.

3. To pay a proportionate part of the expense of repairing and maintaining the main sewers, roads, and foot pavements, watering, and lighting, as aforesd [such proportion to be fixed by the sd surveyor, but not to exceed —— in the pound on the rateable value]. 4. To keep the premises included in such lease in good repair. 5. To paint the same outside every third year, and inside every seventh year of the sd term. 6. To deliver up the same, with all fixtures, at the end of the sd term in good repair. 7. To permit the lessor to enter and inspect the state of repair of the sd premises, and to repair on notice. 8. To permit the lessor during the last seven years of the sd term to take an inventory of the fixtures. 9. To insure the sd premises in manner aforesd. 10. NOT to erect any additional buildings, works, or fences, or make any alterations in the design or elevation of the buildings, without the consent of the lessor. 11. NOT to carry on any trade or business, but to use the premises as and for private dwelling houses only, unless with the express consent of the lessor, and not to do any thing therein which shall be a nuisance. 12. To give to the lessor, within —— calendar months, notice of all assignments or underleases of the sd premises (except underleases at a rack rent for a term not exceeding —— years): AND shall also contain covenants to the effect of such of the agreements herein contained on the part of the tenant as shall then remain unperformed, and such other covenants as are usual in building leases in the district not being inconsistent with the covenants hereinbefore stipulated for: AND also a power for the lessor to re-enter on non-payment of the rent reserved for —— days, or on breach of any of the covenants on the part of the tenant. *Or, instead of stating the covenants as above,* "THE sd lease shall be in other respects in the form, and contain the conditions and provisions set forth in the schedule hereto, with such modifications as the deaths of parties and other circumstances may render necessary."

13. *Until execution of leases tenant to pay rent, &c., and*

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perform covenants, as in last precedent, clause 10, *mutatis mutandis.*

Tenant not to call for lessor's title.

14. THE TENANT, being satisfied as to the title of the lessor, waives all further investigation thereof up to the date of this agreement.

Tenant to execute counterpart of lease.

Costs.

15. THE TENANT shall execute and deliver to the lessor a counterpart of every lease. The sd leases and counterparts shall be prepared by the solicitor of the lessor at the cost of the tenant [such cost not to exceed £—— for each lease and counterpart, exclusive of stamp duty], *or*, "all expenses attending the preparation and execution by all parties of this agreement in duplicate, and of the sd several leases and counterparts shall be borne by the tenant."

Power to re-enter on default.

16. IF THE tenant shall make default in erecting, covering in, and completing any of the sd houses within the respective times, and in manner aforesd, or if the tenant or his nominee shall neglect or refuse to accept any of the sd leases, and execute a counterpart thereof, or to pay the reasonable charges for preparing the same, within one calendar month after he shall be requested so to do by or on the part of the lessor, [in any of which respects time shall be of the essence of this agreement], then and in every such case the lessor shall be at liberty to re-enter upon and take possession of such part of the sd premises whereof a lease or leases shall not have been granted as aforesd, and all buildings, erections, and building materials, and plant thereon, without making to the tenant any compensation or allowance in respect thereof, and this agreement shall thereupon as to the premises so re-entered upon cease, but without prejudice nevertheless to the rights and remedies of the lessor for the recovery of any rent or other monies then due to him from the tenant hereunder: Provided that if at the time of such default one or more leases of the sd respective premises shall have been granted to the tenant, then such right of re-entry shall be confined to the premises not comprised in such lease or leases.

17. UNTIL THE leases of the sd respective pieces of ground and premises shall have been granted, the tenant shall not by virtue of this agreement have any legal interest in such premises except such right of entry as aforesd, and except that the tenant shall be tenant at will thereof upon the terms aforesd, so as to entitle the lessor to the like powers and remedies by distress and otherwise for the recovery of the sd respective rents, as if the sd lease or leases had been actually granted, and such respective rents reserved thereby.

Tenant to be tenant-at-will until execution of lease.

AND WHAS it has been agreed that the tenant shall have the option of purchasing the freehold of the sd pieces of land at any time within —— years from the date hereof, at the price and under the conditions hereinafter mentioned, if he, the tenant, shall have duly performed the agreements on his part hereinbefore contained: NOW IT IS HEREBY FURTHER AGREED,

Recital.

Agreement.

18. IN CASE the tenant shall within —— years from the date of this agreement give to the lessor —— calendar months' notice of the desire of the tenant to purchase all the pieces of land hereinbefore mentioned, or such of them as shall be specified in such notice, and shall up to the date of such notice, and subsequently to the time of such sale, have duly performed the agreements on the part of the tenant herein contained, the lessor shall sell to the tenant the inheritance in fee simple in possession, free from incumbrances, of the sd pieces of land, or such of them as shall have been specified in such notice, with any buildings which may be thereon, at the price or sum for the whole of the sd pieces of land of £—— (being twenty-five years' purchase of the sd total rent) together with interest on the sd sum of £—— as from the date of the expiration of such notice and up to the time of completion, and so in proportion for any portion less than the whole, according to the quantity of land purchased, and subject to the conditions hereinafter expressed.

Power for tenant to purchase the freehold.

19. THE TENANT may avail himself of the sd option of

Purchase-money for

PREC. XV.

any portion not to be less than £——

purchasing as to portions of the sd land, and at different times, but so that on each occasion (except the last, when the purchase-money shall be the residue of the purchase-money for the whole) the purchase-money shall not be less than £——, and on the completion of each separate purchase the rent for the remainder of the land shall be reduced by a sum equivalent to four per cent. on the purchase-money paid.

Title to freehold accepted.

20. THE TITLE to the land purchased up to the execution of this agreement shall be considered as accepted.

21. *Add any special conditions required as in ordinary agreements for sale.*

Costs.

22. ALL COSTS of and incidental to the production of the deeds and documents not in the vendor's possession, and of making any copies of deeds and other documents, and of the preparation of the conveyance or conveyances and any deed or deeds of covenant which the purchaser may require, shall be paid by the purchaser.

Deeds of conveyance to be executed in duplicate, and to contain certain covenants.

23. THE DEED or deeds of conveyance shall be executed in duplicate, and shall contain covenants on the part of the purchaser framed to run with the land: NOT to use the premises purchased or any part thereof for any trade or business whatsoever: NOT to do or permit to be done anything which may be or become a nuisance to the adjoining premises: THAT every house which shall be erected on the land purchased shall cost at least £——: [NOT to erect any additional buildings, walls, or fences, or make any alteration in the design or elevation of the buildings without the previous written consent of the vendor or his surveyor]: To pay in common with the other persons having the benefit thereof a proportionate share of the expense of repairing and maintaining the main sewers, roads, and foot-pavements of the sd premises, and of lighting and watering the roads, until undertaken by the parish or local authorities [such proportion to be fixed by the sd surveyor, but not to exceed —— in the pound on the rateable value].

24. *Arbitration clause*, p. 516.

In witness, &c. (*o*).

[The Schedule above referred to.
Form of Lease.]

(*o*) The following is a form of clauses in an agreement for building leases as to advances to be made by the lessor to the tenant as the buildings progress.

"The lessor, his heirs, exors, admors, or assigns, shall during the progress of the sd buildings and works make advances to the tenant, his exors, or admors, at interest, in manner, and to the extent provided in the schedule hereto, and the tenant, his heirs, exors, or admors, shall repay to the lessor, his heirs, exors, admors, or assigns, all moneys which shall be so advanced, with the interest thereon, and all costs incurred by him or them in respect of such advances within —— years from the date of this agreement." If the tenant has any interest in the property which is capable of being charged before the leases are granted, add, "and such moneys, interest, and costs shall until repayment be a charge on the interest, if any, of the tenant in the premises hereby agreed to be demised."

"When and as each of the sd messuages shall have been fully completed, ready for habitation, in accordance with this agreement, and a certificate to that effect signed by the sd surveyor shall have been produced to the lessor, his heirs or assigns, and so soon as all moneys advanced on that messuage, and the interest thereon, and all costs incurred in respect of such advance, shall have been duly paid to the lessor, his heirs, exors, admors, or assigns, but not before, the lessor, his heirs or assigns, shall by deed grant, &c., *remainder of clause* 11 *as to granting leases*, p. 546."

"The Schedule above referred to."

"When each house is covered in, and the brick partition below completed, and the wooden framing for the partitions above fixed, the sash-frames built in, the external

XVI.

PREC. XVI.

BUILDING LEASE *by a* TRUSTEE *under a* POWER *in a Settlement or Will, a consenting party joining.*

Parties, A., hereinafter called the lessor, 1; B., *consenting party*, 2; C., hereinafter called the lessee, 3: WITNESSETH that in consideration of [the expense already incurred by the lessee in erecting the messuage and buildings hereinafter mentioned, and of] the rent and covenants and agreements on the part of the lessee hereinafter reserved and contained, the lessor, in exercise and by virtue of the powers and provisions contained in a certain indre, dated, &c., and made, &c., *or*, "the will, dated, &c., and proved on, &c., of X., of, &c., deceased," and of all other powers hereunto him enabling, *or*, "by virtue of every power enabling him in this behalf," and with the consent (hereby testified) of the sd B., doth hereby grant [appoint] and demise unto the lessee, *parcels*, p. 493; together with all buildings and erections to be built or erected on, *or*, "together with the messuage and buildings partially erected on" the sd piece of land or ground, *general words*, p. 495; *reservation to lessor of right of drainage*, p. 494; To

Witnesseth.

Demise.

Habendum to lessee.

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walls completed, and the chimneys and chimney-pots put on, the sum of £—— per house to be advanced at interest at the rate of —— per cent. per annum payable half-yearly."

"WHEN EACH house is finished according to this agreement, and ready for habitation, with all necessary stoves, fixtures, and fittings, properly fixed, and the fences completed, and the drains properly made and connected, the further sum of £—— per house, to be advanced at interest at the like rate payable half-yearly."

"THE TOTAL advances not to exceed at one time £——, exclusive of interest."

HAVE AND TO HOLD the sd premises hereinbefore expressed to be hereby demised UNTO the lessee for the term of —— years, to be computed from the —— day of ——, YIELDING, &c., *reservation of rent*, p. 497 : AND THE LESSEE doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor in manner following (that is to say), *to pay rent*, p. 498 ; *to pay rates and taxes affecting premises*, " or any erections thereon, or additions thereto," *except, &c.*, p. 499 ; AND ALSO will before the —— day of ——, under the inspection and to the satisfaction of the surveyor for the time being of the lessor, and in accordance with plans, elevations, and specifications already approved by him, [build, construct, and completely finish fit for habitation and use, on the sd piece of land hereby demised, one villa residence or dwelling-house of the cost value of at least £——], [*or, if partially built*, complete and finish, fit for habitation and use, the messuage, buildings and erections, hereby demised], with offices and outbuildings thereto annexed, and all necessary and suitable fences, roads, ways, drains, and other works in connection therewith : AND ALSO will by means of vouchers, or other reasonable evidence when required, on or before the —— day of ——, satisfy the surveyor for the time being of the lessor that the sum of £—— has been expended in manner aforesd : AND ALSO will pay and discharge the reasonable fees and charges of such surveyor : [AND ALSO will during this demise conform to the regulations in the present or any Building Act for ——] : AND ALSO *covenant to keep in repair*, " the sd messuage, buildings and erections, [to be] built or erected on the sd demised premises, and all additions thereto," p. 499 ; *to paint outside and inside*, p. 499 ; *to yield up in good repair*, p. 501 ; *to permit lessor to enter and inspect state of repair, &c.*, p. 506 ; *not to use premises, &c.*, p. 505 ; *to contribute a due proportion of expenses of repairing, and maintaining common roads, foot-paths, sewers, &c.*, p. 500 ; *to insure and rebuild in case of fire*, p. 503 ; *to permit lessor to enter to lay down drains, and water and gas-pipes, &c., in*

PREC. XVI.

Covenants by lessee.

To build house.

Produce vouchers to prove cost.

Pay surveyor's charges.

Conform to Building Acts.

PREC. XVI. *connection with adjoining property*, p. 508; *power of re-entry*, p. 512; *Covenant by A. for quiet enjoyment as in Precedent IX.*, p. 532 (*p*); *interpretation clause*, p. 516, *substituting for the words*, "by devolution from him, or otherwise," *the words*, "under or by virtue of the sd indre of settlement," *or*, "will."

IN WITNESS, &c.

XVII.

PREC. XVII. LEASE *to a* BUILDER *by a* TENANT FOR LIFE *under a Power of part of settled Estates.*

Parties, A., *donee of power* (hereinafter called the lessor),

(*p*) In leases granted by trustees without the concurrence of any other person willing to covenant for quiet enjoyment, such a covenant, similar in form to that entered into by a beneficial owner, is frequently entered into by the trustees, the liability under the covenant being generally of small account; but it is conceived that in strictness a trustee or executor cannot be compelled, even if the lease is granted by him pursuant to a contract entered into by the settlor or testator, to enter into any covenant, except that he has not incumbered. See *Worley* v. *Frampton*, 5 Hare, 560, and the cases cited in Dart, V. & P., 5th ed., p. 550, note (*t*), which arose on covenants for renewal, but the principle of which appears to apply equally to other descriptions of covenant. Such a restricted covenant may be in the form following:—

"That he, the lessor, has not done, or knowingly omitted or suffered or been party or privy to anything whereby the sd demised premises, or any part thereof are, is, or may be in any manner incumbered, or whereby he is prevented from demising the same, or any part thereof, in manner aforesd."

Where an executor grants an underlease pursuant to the contract of his testator, the covenant may be qualified by inserting the words, "but not so as to incur any personal liability, except in respect of his own acts and defaults, to an extent exceeding the assets of the said testator which may come to his hands."

As to the frame of the lessee's covenants to be entered into by the executors of a person who has agreed to take a lease, but died before completion, see *Stephens* v. *Hotham*, 1 Kay & J. 571.

1 ; B., *builder* (hereinafter called the lessee), 2 : WITNESSETH that in consideration of the expenses which the lessee has incurred in erecting the messuage and buildings hereinafter described and demised, and in consideration of the rent and the covenants and agreements on the part of the lessee hereinafter reserved and contained, the lessor in pursuance and by virtue of the power and authority given to him in and by an indre dated, &c., and expressed to be made, &c., and of all other powers and authorities whatever vested in him, or in anywise enabling him in this behalf, doth hereby appoint, demise, and lease unto the lessee, his exors, admors, and assigns ALL THAT piece of land or ground, *&c.*, with the messuage or tenement called, *&c.*, and other buildings lately erected and built thereon by the lessee ; TOGETHER WITH the rights and appurtenances to the sd premises belonging, EXCEPT AND always reserved out of this demise unto the reversioner or reversioners (meaning by that expression whenever it occurs in these presents the lessor, or other the person or persons for the time being entitled to the reversion of the premises herein comprised expectant on the determination of this demise,) *Reservation of timber and minerals*, p. 495. TO HAVE AND TO HOLD the sd premises hereby appointed and demised UNTO the lessee, his exors, admors, and assigns, from the —— day of ——, for the term of —— years. *Reservation of rent to the* "reversioner or reversioners," p. 497 : AND THE LESSEE doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor, his heirs and assigns, and also as a separate covenant with the reversioner or reversioners, *to pay rent to the* "reversioner or reversioners," p. 498 ; *to pay rates and taxes*, p. 499 ; *to finish house, see last Prec.* ; *to paint*, p. 499 ; *to repair*, p. 499 ; *to permit reversioners to enter and view, &c.*, p. 501 ; *to insure and rebuild in case of fire*, p. 503 ; *not to use premises for the purposes of trade, &c.*, p. 506 ; *not to commit waste*, p. 505 : AND FURTHER that no other messuage or building whatsoever shall at any time during the sd term be erected or built without the consent in writing of the reversioner or

PREC. XVII.

Witnesseth.

Demise.

Parcels.

General words.

Reservations.

Habendum to lessee.

Covenants by lessee.

Not to erect any other house.

PREC. XVII.

reversioners on any part of the sd land hereby demised other than a stable and coach-house, entrance lodge, gardener's cottage, greenhouses and summerhouses, or other similar outbuildings suitable for the convenience of the occupiers of, and to be used as appurtenant to, the messuage hereby demised, and for no other purpose: AND THAT no such entrance lodge, gardener's cottage, or other outbuildings, shall at any time be used as a residence for any person other than the gatekeeper, gardener, or some other domestic of the occupiers of the sd messuage; *to permit the reversioners to take schedule of fixtures during last three years of term*, p. 502; *to give reversioners notice of assignment*, p. 508; *power of re-entry reserved to the reversioner or reversioners*, p. 512; *Covenant for quiet enjoyment as in Precedent IX.*, p. 532.

Lodge to be used by servants of tenant.

IN WITNESS, &c.

XVIII.

PREC. XVIII.

LEASE *made in* PURSUANCE *of a Covenant for* RENEWAL *by Joint Tenants of* COPYHOLDS *under* LICENSE *with Covenant for* RENEWAL.

Parties, A. and B. (hereinafter called the lessors), 1: C. (hereinafter called the lessee), 2. WITNESSETH that in pursuance of the covenant in this behalf contained in a certain indre of lease, dated, &c., and made between, &c., and in consideration of the yearly rent and covenants and agreements on the part of the lessee hereinafter reserved and contained, and by virtue of a license obtained from the lord of the manor of ——, the lessors do hereby demise unto the lessee, his exors, admors, and assigns, *parcels*, to which sd premises the lessors were admitted at a court holden for the sd manor on the —— day of —— on the surrender of X.

Wit-nesseth.

Demise.

to hold to them, their heirs and assigns, as joint tenants: TOGETHER WITH all and singular the rights and appurtenances thereto belonging: TO HAVE AND TO HOLD the same premises UNTO the lessee, his exors, admors, and assigns, from the —— day of ——, for the term of —— years; *Reservation of rent to*, "the lessors, their heirs and assigns," p. 497; *Covenants by lessee*, "with the lessors, their heirs and assigns, *here insert the proper covenants; Proviso for re-entry*, p. 512. *Covenants by lessors*, "for themselves, their heirs, exors, admors, and assigns," *for quiet enjoyment*, "without interruption by the lessors, their heirs or assigns or any person claiming under them or either of them," p. 511: AND THAT they, the lessors, their heirs or assigns will, previous to the expiration of the sd term of —— years, endeavour to procure a license from the lord of the sd manor of —— to demise the sd demised premises for the further term of —— years, to commence from the expiration of the sd term hereby granted, and will, after they have obtained such license, execute another lease of the sd premises to the lessee, his exors, admors, or assigns, for such further term of —— years; but in case the lord of the sd manor shall refuse to grant such license, then that the lessors, their heirs or assigns, will endeavour to obtain a license to demise the sd premises for such shorter term as the sd lord shall be disposed to grant, and, after such license shall be procured, will execute a further lease of the sd demised premises to the lessee, his exors, admors, and assigns, for such further term as shall be mentioned in such license to commence from the expiration of the term hereby granted: AND WILL, from time to time until the term of —— years from the commencement of this present demise shall be run out, endeavour to obtain a license to grant a further lease or leases of the sd premises unto the lessee, his exors, admors, and assigns, and will grant such lease or leases accordingly until the whole of the sd term of —— years shall be run out; but in case the lord of the sd manor shall refuse to grant any such license, then that the lessors,

PREC. XVIII.

General words.

Habendum to lessee.

Covenants by lessors.

To apply for license to grant renewed lease,

and to execute renewed lease,

and further renewals.

On failure to obtain

PREC. XVIII.

licenses to grant such renewals as they can.

their heirs or assigns, will, from time to time until the sd term of —— years shall be run out, grant such further leases of the sd premises unto the lessee, his exors, admors, and assigns, as by the custom of the sd manor they may be warranted in doing without incurring a forfeiture of the sd premises, so as to complete the sd term of —— years as aforesd; all such licenses and leases respectively to be obtained, prepared, and granted, at the expense of the lessors, their heirs or assigns, *or*, " of the lessee, his exors, admors, or assigns," and every new lease to be prepared by the lessors, their heirs or assigns, and to be at the same rent and subject to the same covenants and conditions as are contained in these presents, except the covenant for renewal, but to contain in lieu thereof such covenant for renewal as the circumstances of the case may require: AND THE lessee doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessors, their heirs and assigns, that the lessee, his exors, admors, or assigns, will duly execute at the time of the execution of every such new lease a counterpart thereof, to be prepared by the lessors, their heirs or assigns, at their own expense, *or*, " at the expense of the lessee, his exors, admors, or assigns."

Costs of renewals.

Covenant by lessee to execute counterparts.

IN WITNESS, &c. (*q*)

XIX.

PREC. XIX.

LEASE *for twenty-one years of a* VILLA *and Land in the* COUNTRY, *part being* FREEHOLD *and part* COPYHOLD. *The* LICENSE *of the* LORD *of the Manor* NOT *having been* OBTAINED.

Parties, A. (hereinafter called the lessor), 1; B. (herein-

(*q*) As to the frame of a lease by trustees under a covenant for perpetual renewal, see the cases referred to in p. 554, note.

PREC. XIX.

after called the lessee), 2. WITNESSETH, *demise to the lessee of freeholds and copyholds:* TO HAVE AND TO HOLD all such parts of the sd demised premises as are of freehold tenure, UNTO the lessee, his exors, admors, and assigns, for the term of twenty-one years from the date of these presents: AND TO HAVE AND TO HOLD all such parts of the sd demised premises as are of copyhold tenure, UNTO the lessee, his exors, admors, and assigns, for the term of one whole year from the date of these presents (*a*). *Reservation of rent*, p. 497; *Covenants by lessee to pay rent*, p. 499; *to pay rates and taxes*, p. 499; *to paint the outside* "of the sd house, stables, cottages, and outbuildings," *every four years*, p. 499; *to paint inside thereof every seven years*, p. 499; *to keep in repair, adding after the words,* "walls, fences," *the words,* "posts, pales, rails," p. 499; *to maintain garden and pleasure grounds*, p. 500; *if necessary, add covenants as to cultivation, &c., of arable or meadow land (if any), see* LEASES (AGRICULTURAL); *to deliver up at end of tenancy*, p. 501; *to permit lessor to enter and view premises, and to repair on notice*, p. 501; *power to lessor to repair on default of lessee*, p. 502; *to insure and rebuild in case of fire*, p. 503; *not to use premises for trade, &c.*, p. 506; *not to underlet or assign without license*, p. 507; [*to permit lessor to lay down gas and water-pipes in connection with adjoining property*, p. 508]; *Power of re-entry*, p. 512; *Lessor's covenant for quiet enjoyment*, p. 511: AND ALSO will at the expiration of the term of one year, for which the sd copyhold premises are demised, if these presents shall not have been determined under the power of re-entry hereinbefore contained, at the request and costs of the lessee, his exors, admors, and assigns, by deed grant, if the license of the lord or lady of the sd manor can be obtained, a lease of the sd copyhold premises for a term expiring on the —— day of ——, *the end of the twenty-one years*, but if such license cannot be obtained, then, if and so

Wit-nesseth.

Habendum for free-holds to lessee for twenty-one years.

For copy-holds to lessee for one year.

Covenant by lessor for re-newal of copyhold lease.

(*a*) A copyholder cannot in most manors grant a lease for more than one year without license from the lord.

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far as the custom of the sd manor will admit, a further lease of the sd copyhold premises for the term of one year, and so on at the expiration of every year until the —— day of ——, *i.e.*, *one year before the expiration of the term of twenty-one years*, unless these presents shall have been sooner determined under the power of re-entry hereinbefore contained, and every such lease shall operate in such manner that the whole of the sd premises hereby demised shall be held as aforesd, and with, under, and subject to the same rent, covenants, and conditions as are hereby and herein reserved and contained so far as the same shall be applicable.

IN WITNESS, &c.

XX.

PREC. XX.

LEASE *of a* PUBLIC HOUSE *by a Firm of* BREWERS. *A* PREMIUM *being paid by the* LESSEE.

Parties, A. and B., trading under the name or firm of, &c. (hereinafter called the lessors), 1; C., licensed victualler (hereinafter called the lessee), 2: WITNESSETH that in consideration, as well of the sum of £—— on the execution hereof paid by the lessee to the lessors (the receipt whereof is hereby acknowledged), as also of the rents, covenants, and conditions, &c., the lessors do, and each of them doth, hereby demise unto the lessee, his exors, admors, and assigns, ALL THAT messuage or tavern, with the outbuildings, yard, and appurtenances thereto belonging, called The ——, situate, &c., TOGETHER WITH the fixtures, fittings, and things specified in the schedule hereunder written, *general words*, p. 495; *habendum*, p. 496; *reservation of rent*, p. 497: AND ALSO as a further rent the sum of £—— in any and every year in which the lessee shall (contrary to his agreement hereinafter contained) directly

Witnesseth.

Demise.

Parcels.

Penal rent for selling liquors not sup-

plied by lessors.

or indirectly deal with any person or persons other than the lessors, or their successors in business [or nominees] for any ale, beer, porter, or malt [or spirituous] liquors, which shall be sold or consumed upon the sd demised premises, or shall be brought upon the sd premises to be so sold or consumed, or in which year the lessee shall sell or permit the sale or consumption upon the sd premises of any such articles other than such as shall have been purchased or taken of the lessors, or their successors in business [or nominees], every such last mentioned additional rent to commence and become payable on the quarterly day for payment of rent under this demise next ensuing after such dealing, sale, or consumption as aforesd, and all the sd rents to be paid without any deduction whatever (except the landlord's property-tax). *Covenants by lessee to pay rents*, p. 498; *to pay rates and taxes*, p. 499: AND ALSO that the lessee will apply for and use his best endeavours to obtain the necessary licenses or renewal of licenses for opening and keeping open the sd premises during the sd tenancy as a tavern and public-house duly licensed for the sale and consumption therein of ale, beer, wine, and spirits by retail: AND ALSO that the lessee will keep open the sd premises for the sale of the articles aforesd at all times during such hours as shall be allowed by law: AND WILL at all times manage and conduct the business thereof in a lawful, orderly, and proper manner: AND WILL not do or suffer anything whereby the sd licenses or any of them may be or become liable to be forfeited or suspended, or the renewal thereof withheld, or otherwise commit any offence against the laws for the time being in force affecting publicans or licensed victuallers: AND ALSO that the lessee will use the sd premises during the sd tenancy as a tavern or licensed victualling house only, and for no other purpose, so long as the necessary licenses can be obtained: AND WILL not do or suffer to be done upon the sd premises anything which may be or grow to the damage or annoyance of the lessors: AND ALSO that the lessee will deal exclusively with the lessors or their suc-

Covenants by lessee to obtain licenses.

To keep house open.

Conduct business properly.

Not do acts to forfeit license.

Use premises only as public-house.

Not cause annoyance.

Deal with lessors only

PREC. XX.

cessors in business [or nominees] for all ale, beer, porter, or malt [or spirituous] liquors, which shall be sold or consumed upon the sd premises: AND WILL not sell or permit the sale or consumption upon the sd premises of any such articles other than such as shall have been purchased or taken of the lessors, or their successors in business [or nominees]: AND ALSO that the lessee will permit the lessors, or any person appointed by them in writing, at any time to enter and inspect all cellars, vaults, or stores belonging to or in the occupation of the lessee (wheresoever situate), and the stock of ale, beer, porter, or malt [or spirituous] liquors in the same, and also to inspect and examine the books and accounts of the business carried on by the lessee upon the sd premises: AND FURTHER that the lessors (in addition and without prejudice to any lien, security, or other remedy to which they may be entitled), shall have the right at any time of recovering payment of any moneys due to them from the lessee for ale, beer, porter, or malt [or spirituous] liquors, supplied by them to the lessee by distraining for the same upon the sd premises in the same manner as if the same had been rent reserved by this demise: *To repair*, p. 499; *to paint, &c.*, p. 499; *to deliver up in good repair*, p. 501; *to permit the lessors to enter and inspect state of repair, &c.*, p. 501; *to permit lessors to take schedule of fixtures, &c.*, p. 502; *not to assign or underlet without license*, p. 507; *to insure and rebuild in case of fire*, p. 503; *not to alter premises*, p. 505: AND ALSO will at the expiration or sooner determination of the sd tenancy deliver up to the lessors, or their nominees or nominee, and do all necessary acts for transferring to them or him the existing licenses, on being paid the fair proportion for the unexpired term thereof: AND WILL also sign any notices, and make any applications for the renewal of the licenses which the lessors may require: AND WILL also, if required by the lessors, leave any trade fixtures, fittings, and things belonging to the lessee in or upon the sd premises to be taken and paid for at a valuation by the

Not sell liquors brewed by others.

Permit lessors to enter and view.

Power of distress for moneys owing for liquors supplied.

On expiration of term to transfer licenses.

Make applications for renewal of licenses.

Leave fixtures.

lessors, or the succeeding tenant: And also that the lessors may at any time remove any sign or other boards and placards belonging to them affixed to the sd premises, whether externally or internally, and may at any time affix thereto such sign or other boards and placards with such inscriptions thereon as they may think fit, and that the lessee will not remove, efface, alter, or intermeddle with the same, or affix any other sign or other boards or placards to the sd premises: *Proviso for re-entry in case of non-payment of rent, or breach of covenant, or bankruptcy, &c.*, "or if the lessee shall be convicted of any offence against any of the laws affecting publicans or licensed victuallers," p. 512. *Covenant by lessors for quiet enjoyment, as in Precedent* XVIII., p. 557; *Arbitration clause*, p. 516; *Interpretation clause*, p. 516.

prec. xxi.

Power for lessors to alter signs.

In witness, &c.

The Schedule above referred to.

Schedule of Fixtures, &c.

XXI.

LEASE, *with the* Concurrence *of several distinct sets of* Mortgagees, *of* Freeholds *used as a* Brewery, *and of* Freehold *and* Leasehold Public Houses. A Receiver *of the rents being appointed on behalf of the Mortgagees.* Provisions *for keeping up* Value *of* Brewery Plant.

Parties, *the several sets of mortgagees of the first four parts;* A. (hereinafter called the lessor), 5; B. and C. (hereinafter called the lessees), 6; D., *receiver*, 7: Whas the lessor is entitled to the freehold hereditaments described in the first schedule hereto for an estate in fee simple, and to the leasehold hereditaments described in the sd first schedule for the respective residues of the several terms

Recitals.

Title of lessor.

PREC. XXI.

expiring at the dates therein mentioned, subject as regards the sd hereditaments to the mortgages or charges described in the second schedule hereto [some of which affect the whole and others parts only of the sd hereditaments]; and the sd mortgage debts are now respectively vested in the several persons whose names are written in the second column of the sd second schedule opposite the description of the instrument by which each such mortgage or charge was effected, which last-mentioned persons are the same persons as the parties hereto of the first four parts and are hereinafter collectively referred to as the mortgagees: AND WHAS the hereditaments described in the first part of the sd first schedule are now used as a brewery, known as the —— Brewery, and are hereinafter referred to as the brewery, and the hereditaments described in the second part of such first schedule are public-houses, purchased or taken on lease by the lessor, and the same are hereinafter referred to as the public-houses: AND WHAS the lessor is also entitled to the coppers, boilers, engines, machinery, plant and effects, now affixed to the soil of the brewery, subject so far as the same are included therein to the sd mortgages and charges [or some of them]: AND WHAS the lessor has agreed to grant the lease hereby effected to the lessees, and the mortgagees have agreed to join in these presents for the purposes and in the manner hereinafter appearing: NOW THIS INDRE, &c., *consideration*, they, the mortgagees, so far as relates to the hereditaments and premises comprised in their several securities, at the request (hereby testified) of the lessor, do and each and every of them doth hereby demise, and the lessor doth hereby demise and confirm, unto the lessees, their exors, admors, and assigns, ALL AND SINGULAR the sd freehold and leasehold hereditaments and premises described in the first schedule hereto, together with the use of ALL AND SINGULAR the coppers, boilers, engines, machinery, plant, and effects, now fixed to the soil of the brewery, TO HAVE AND TO HOLD all such parts of the sd hereditaments and premises as are of

Premises used as brewery and public-houses.

Title of lessor to plant.

Agreement for lease.

Witnesseth.

Demise.

Parcels.

Habendum

freehold tenure, and such of the sd coppers, boilers, engines, machinery, plant, and effects as are affixed thereto, and all such parts of the sd hereditaments and premises as consist of leaseholds held for terms of years of which the respective unexpired residues exceed twenty-one years, UNTO the lessees, their exors, admors, and assigns, for the term of twenty-one years from the day next before the day of the date of these presents, but subject as to the sd leasehold premises to the rents and covenants affecting the same respectively: AND TO HAVE AND TO HOLD such parts of the sd hereditaments and premises as consist of leaseholds held for terms of years of which the respective unexpired residues do not exceed twenty-one years, UNTO the lessees, their exors, admors, and assigns, for the unexpired residues of the several terms for which the same are now respectively held, except the last day of each such term, subject to the rents and covenants affecting the sd last-mentioned leasehold premises; *Reservation of rent generally* (*b*), p. 497. *Covenants by lessees*, "with the mortgagees, and each of them, their and each of their heirs, exors, admors, and assigns, and separately with the lessor, his heirs, exors, admors, and assigns, and also separately with the sd D., as such receiver of rents as hereinafter mentioned, or other the receiver or receivers for the time being, to be appointed as hereinafter mentioned," *to pay rent*, p. 498; *to pay rates and taxes*, p. 499; *to keep in repair*, "the messuages, buildings, and erections hereby demised, and any new buildings and erections which may be placed on the sd premises during the continuance of this demise, and also all and singular the coppers, boilers, engines, machinery, plant, and effects now or which may at any time during this demise be affixed to the brewery, so that such coppers and other things as last aforesd may at all times be equal in value to the sum of

as to freeholds, and leaseholds held for more than twenty-one years.

To lessees for twenty-one years.

Habendum as to leaseholds for less than twenty-one years.

To lessees for residue of terms less the last day.

Covenants by lessees.

(*b*) If the mortgages affect different parts of the hereditaments, the hereditaments affected by each mortgage should be placed in a separate schedule and a separate rent reserved in respect of the hereditaments in each schedule.

PREC. XXI.

£—— at the least," p. 499 ; *to deliver up at end of tenancy in good repair*, " unto the person or persons then entitled to the immediate reversion of the sd respective demised premises," p. 501 : AND ALSO will from time to time, and at all times during this demise, pay, perform, and observe all and singular the rents and covenants on the part of the several lessees, and conditions reserved by and contained in the several indres of lease, under which the sd leasehold premises are held : AND WILL keep the mortgagees, and the lessor, and every of them, their and every of their heirs, exors, admors, and assigns, indemnified against all actions, proceedings, costs, charges, claims, and demands whatsoever, by reason or on account of the non-payment, non-observance, or non-performance of the same rents, covenants, and conditions, or any of them ; *to permit*, " the mortgagees, and the lessor, and every of them, their and every of their heirs, exors, admors, and assigns, and the sd D. as such receiver as hereinafter mentioned, or other the receiver or receivers for the time being to be appointed as hereinafter is mentioned," *to enter and view the premises, and to repair on notice*, p. 501 ; *with power to the mortgagees or lessor to repair on default of lessees*, p. 502 ; *to insure and rebuild in case of fire*, p. 503 : AND ALSO will at all times during this demise carry on the business of brewers on the brewery : AND FURTHER that the lessees, their exors, admors, or assigns, will not at any time convert or suffer to be converted the public-houses or beer-houses hereby demised, or any of them, or any part thereof respectively, into shops or warehouses, or open or use the same, or suffer the same to be opened or used, for any other purpose than as an hotel, inn, public-house, tavern, or beer-house, without the consent in writing of the lessor, his heirs, exors, admors, or assigns, and also will use their best endeavours in order that the sd public-houses and beer-houses may at all times be kept and conducted in a regular and proper manner in every respect : AND THAT the lessees, their exors, admors, or assigns, will not do or omit any act, and will use their best

Perform covenants in head leases.

And indemnify lessor against such covenants.

Carry on business.

Use public-houses for no other purpose.

endeavours to prevent any act being done or omitted whereby the licenses for the vending of wines, spirituous liquors, ale and beer in the sd public-houses or beer-houses may become forfeited, or the renewal thereof refused: AND ALSO will at all times use their best endeavours to cause the business of the sd several public-houses and beer-houses to be managed or conducted under the several names or signs whereby the same are now respectively known: AND WILL, upon the determination of this demise (if required), use their best endeavours to procure that the sd several licenses granted during the then current year for the vending of any wines, spirituous liquors, ale, or beer in the sd demised public-houses or beer-houses, may be assigned for the unexpired terms thereof to the lessor, his heirs, exors, admors, or assigns, or as he or they shall direct. *Proviso that the lessees may*, from time to time during the continuance of the demise, for the purpose of improving the brewery, vary, alter, or exchange all or any part of the coppers, boilers, engines, machinery, plant, and effects, which now are or may hereafter be affixed to the brewery, provided that every such copper, &c., which may at any time be varied, &c., as aforesd be forthwith replaced or improved, so and in such manner that the coppers, &c., for the time being affixed to the brewery may be kept and maintained in good and efficient condition for the proper working and carrying on of the brewery business, and equal in value to the sum of £—— at the least. *Powers of re-entry and distress granted to mortgagees, lessor and receiver*, pp. 512, 515; AND EACH of them, the mortgagees and lessor, so far only as relates to his own acts and deeds and the acts and deeds of all persons claiming under him, doth hereby for himself, &c., *continue covenant for quiet enjoyment*, p. 511, *saying* "without any lawful interruption or disturbance from or by the mortgagees and lessor or any of them, their or any of their heirs, exors, admors, or assigns, or any person or persons claiming or to claim under or in trust for them, him, or any of them." *Appointment by mortgagees and lessor of*

Not to forfeit licenses.

Carry on public-houses under present signs.

On determination of term transfer licenses.

Power to lessees to alter plant.

PREC. XXI.

B. as receiver, see MORTGAGES, *the mortgagees covenanting to concur in the appointment of a new receiver if necessary*: AND IT IS HEREBY AGREED and declared between the lessor and lessees that the lessor, his heirs, exors, or admors, shall, within two calendar months from the determination of this lease whether the same shall determine by effluxion of time or otherwise, purchase all public-houses of any tenure which may have been purchased or leased by the lessees, their exors, admors, or assigns, for the purposes of the brewery, at a fair valuation: PROVIDED THAT nothing herein contained shall prevent the lessees, their exors, admors, or assigns, at any time prior to the determination of this lease, from demising at rack-rent any of the sd public-houses, and such purchase as aforesd to be made by the lessor, his heirs, exors, or admors, shall be subject to every such lease: PROVIDED ALSO that nothing herein contained shall prevent the lessees, their exors, admors, or assigns, from selling any of the sd purchased public-houses at any time before this lease shall have determined by re-entry, or before the —— day of ——, *i.e., a year before the end of term*, whichever shall first happen. *Agreement between the lessor and lessees*, that immediately after the determination of the term hereby granted, whether the same shall happen by effluxion of time or otherwise, a valuation shall be made of all new buildings and improvements to buildings erected or made by the lessees, their exors, admors, or assigns, and of all coppers, &c., on the brewery, and in case the amount of such valuation shall exceed the sum of £——, then the amount of such excess shall be immediately paid by the lessor, his heirs, exors, admors, or assigns, to the lessees, their exors, admors, or assigns, but if such amount shall be less than the sum of £——, then the amount of such deficiency shall be immediately paid by the lessees, their exors, admors, or assigns, to the lessor, his heirs, exors, admors, or assigns.

On determination lessor to purchase public-houses bought by lessees.

Power for lessees to demise purchased public-houses.

Power to lessees to sell such houses.

Provision for lessor taking over plant on determination of term.

IN WITNESS, &c.

Two Schedules.

XXII.

LEASE *of a* MILL *and fixed and moveable* MACHINERY *with the* CONCURRENCE *of* MORTGAGEES *of* PART *of the Property.* PREC. XXII.

Parties, A. and B. (hereinafter called the mortgagees), 1; C. (hereinafter called the lessor), 2; D., E. and F. (hereinafter called the lessees), 3: WHAS the lessor being seised in fee simple in possession of the mill, machinery, and effects first and secondly hereinafter described, subject to a mortgage thereof in fee simple to the mortgagees, and being the owner of the machinery and effects thirdly hereinafter described, has agreed to grant a lease thereof to the lessees for the term and in manner hereinafter mentioned, and the mortgagees have agreed, at the request of the lessor, to join in manner hereinafter appearing in the demise of the sd premises first and secondly hereinafter described: NOW THIS INDRE, &c., *demise by mortgagees,* "so far as regards the premises first and secondly hereinafter described at the request of the lessor," *and by lessor as regards,* "all the premises hereinafter described," *of,* First: ALL THAT mill called——Mill, situate, *&c.,* with the warehouse, boiler-house and engine-house, chimney, and reservoir, belonging or contiguous thereto, in the occupation of ——, *reference to map:* TOGETHER WITH the water and other privileges and appurtenances belonging to the sd premises: Secondly, ALL AND SINGULAR the engine, boiler, shafting, upright and horizontal main gearing, and other the machinery and effects annexed to the soil and freehold of the sd mill and premises, the particulars whereof are specified in the first schedule hereunder written: and Thirdly, ALL AND SINGULAR the steam or power looms, winding machine, warping mills, beaming frames, and other the machinery and effects which are not affixed to the soil and freehold of the sd mill and premises, the particulars whereof are specified in the second schedule

Recital of lessor's title.

Witnesseth. Demise.

Parcels.

PREC. XXII.

hereto, *Habendum*, to the lessees, their exors, admors, and assigns, for the term of —— years from —— determinable nevertheless as hereinafter mentioned, p. 496: YIELDING AND PAYING yearly during the sd term hereby granted, and so in proportion for any less time than a year, to the mortgagees, their heirs and assigns, for and in respect of the sd premises first and secondly hereinbefore demised, the rent of £——; AND YIELDING AND PAYING to the lessor, his exors, admors, and assigns, for and in respect of the sd premises thirdly hereinbefore demised, the rent of £——, *&c.*, the sd several rents of £—— and £——, to be paid, *&c.*, p. 497; *Covenants by lessees*, "with the mortgagees, their heirs and assigns, and also separately with the lessor, his heirs, exors, admors, and assigns," *to pay*, "unto the mortgagees, their heirs and assigns, and unto the lessor, his exors, admors, and assigns, the sd several yearly rents," p. 498; *to pay rates and taxes*, p. 499; *to repair*, "except the roofs, outer walls, and principal timbers of the demised premises, and save and except in the case of fire, storm, or tempest affecting the premises first and secondly hereinbefore demised," p. 499; *special covenants as to painting; to deliver up at end of tenancy in good repair*, "unto the mortgagees, their heirs and assigns, and the lessor, his exors, admors, and assigns respectively," p. 501; *to permit* "the mortgagees, their heirs and assigns, as regards the sd premises first and secondly hereinbefore demised, and the lessor, his exors, admors, and assigns, as regards the sd premises thirdly hereinbefore demised," *to enter and view and repair on notice*, p. 501; *to permit* "the mortgagees, their heirs and assigns, as regards, &c., and the lessor as regards," &c., *as above, to repair on default of lessee*, p. 502; *to insure against fire*, p. 503: AND THAT, fourteen days before the expiration or other sooner determination of the term hereby granted, a proper estimate or valuation shall be made as between the mortgagees, their heirs and assigns, and the lessees, their exors, admors, and assigns, of the sum or sums required to put the sd premises

Reservation of separate rents of property in and not in mortgage.

Covenants by lessees.

Valuation of fixed machinery to be made fourteen days before the expiration of the term.

first and secondly hereinbefore demised into such good repair, order, and condition as they ought to be left in according to the covenants hereinbefore contained: AND THAT the lessees, their exors, admors, or assigns, will forthwith pay to the mortgagees, their heirs or assigns, the amount of such estimate or valuation which shall be recoverable as liquidated damages. *Similar covenants by lessees with lessor as to valuation of the* "premises thirdly hereinbefore demised," *and payment of valuation. Power to lessees to determine lease at end of first —— years on giving six months' notice to mortgagees as to first and secondly demised premises, and to lessor as to thirdly demised premises*, p. 515: PROVIDED ALWAYS that in the meantime, and until the mortgagees, their heirs or assigns, shall require payment of the sd rent of £——, *the rent reserved to the mortgagees*, to them, and give to the lessees, their exors, admors, or assigns, or leave at the counting-house on the demised premises, a notice in writing requiring such payment, the sd rent of £—— shall be paid to the lessor, his heirs or assigns, and his and their receipt shall be a sufficient discharge for the same, and he and they may give any notice and appoint any valuer hereby authorised to be given or appointed by the mortgagees, their heirs and assigns: PROVIDED ALSO that if at any time during this demise the sd rent of £——, *the rent reserved to the mortgagees*, or any part thereof, shall be in arrear for fourteen days whether the same shall have been legally demanded or not, it shall be lawful for the lessor, his heirs or assigns, at any time before the notice hereinbefore mentioned requiring payment of the sd rent of £—— shall have been given or left by the mortgagees, their heirs or assigns, in manner aforesd, and afterwards for the mortgagees, their heirs or assigns, and if at any time during this demise the sd rent of £——, *the rent reserved to the lessor*, or any part thereof, shall be in arrear for fourteen days, whether the same shall have been legally demanded or not, it shall be lawful for the lessor, his exors, admors, or assigns, to enter into and distrain upon the premises first and secondly hereby demised,

To pay sums awarded.

Until notice given by mortgagees rents to be paid to lessor.

Power of distress.

PREC. XXII.

and dispose of the distress and distresses there found according to law, to the intent that thereby the arrears so due, and all costs and expenses occasioned by the sd rent being in arrear may be satisfied. (*a*) *Proviso that on non-payment of,* "the sd yearly rents of £——, and £——, or any part thereof respectively," *or on breach of covenant, or on the bankruptcy, &c., of* "the lessees or any of them, their or any of their exors, admors, or assigns, either the mortgagees, their heirs or assigns, or the lessor, his heirs or assigns, as regards the premises first and secondly hereinbefore demised, and the lessor, his exors, admors, or assigns, as regards the premises thirdly hereinbefore demised, or any person or persons duly authorised by them or him respectively, may re-enter," &c., p. 512. *Covenant by lessor with lessees to repair,* "the roofs, outer walls, and principal timbers of the demised premises," p. 499, *form* VIII. *modified; to insure,* "the premises first and secondly hereinbefore demised," p. 510: AND WILL at the end or other sooner determination of the sd term take and purchase from the lessees, their exors, admors, or assigns, all the working stock upon the sd demised premises at a valuation as working stock: PROVIDED ALSO AND IT IS HEREBY AGREED and declared that the lessor, his heirs, exors, admors, or assigns, shall be entitled on giving written notice of his or their intention in that behalf to the lessees, their exors, admors, or assigns, at least one calendar month before the expiration or determination of the term hereby created, or within one week after the determination thereof by re-entry, to purchase from the lessees, their exors, admors, or assigns, any additional machinery or effects of the nature of the machinery or effects described in the first and second schedules hereto which may during this demise be put up or erected in or upon the sd premises by the lessees, their exors, admors, or assigns, at a valuation. And in case the lessor, his heirs, exors, admors, or assigns, shall not so agree to

Power of re-entry.

Covenants by lessor.

To purchase working stock at determination of lease.

Power for lessor to purchase machinery erected during term.

(*a*) See 5 Davidson, Prec., 3rd ed., 32 note; Elphinstone, Introd. Conv., 238.

purchase the same, it shall be lawful for the lessees, their exors, admors, or assigns, to remove the same. *Proviso for cesser of rent on destruction by fire or tempest*, p. 514: *Arbitration*, p. 516: AND EACH of them the mortgagees and lessor so far as relates to his own acts and deeds and the acts and deeds of persons claiming through or under him, the mortgagees covenanting only as regards the sd premises first and secondly hereinbefore demised, and the lessor covenanting as regards all the demised premises, doth hereby, &c., *covenant for quiet enjoyment without interruption by*, "the mortgagees and lessor or any of them, their or any of their heirs, exors, admors, or assigns, or any person, &c.," p. 511. PREC. XXII. Covenant for quiet enjoyment.

IN WITNESS, &c.

The Schedules.

XXIII.

LEASE *of* ROOMS *in a* FACTORY, *with the use of* STEAM POWER. PREC. XXIII.

Parties, A. and B. (hereinafter called the lessors), 1; C. (hereinafter called the lessee), 2. WITNESSETH, *demise by lessors to lessee of*, ALL THAT room, being and constituting the ground floor or lowest story of and in a mill or building, situate, &c.: And also ALL THOSE three rooms constituting the first, second, and third stories of and in a building, &c. AND ALSO steam power for the proper and effectual turning and working of power looms and other machinery equal to such an amount of horse power, not exceeding in the whole 15-horse power, as the lessee, his exors, admors, or assigns, may from time to time require: AND ALSO steam sufficient for heating the sd rooms hereby demised [and for the preparation of the yarn previous to its being woven]: WITH free liberty for the lessee, his exors, admors, and assigns, Witnesseth. Parcels.

PREC. XXIII.

and his and their servants and workmen at all seasonable times to use the staircase of the sd mill in common with the lessors, their heirs and assigns, and their tenants, servants, and workmen, *general words*, p. 495, *habendum*, p. 496:

Reservation of rents.

YIELDING AND PAYING therefor yearly during the sd term hereby granted, and so in proportion for any period less than a year, the rents following, that is to say, the yearly rent of £——, AND ALSO for each quarter of a year ending on one of the usual quarter days, during which the lessee, his exors, admors, or assigns, shall at any time use more than 12-horse power and less than 14-horse power, the additional rent of £—— for each horse-power or fraction of horse-power exceeding 12-horse power, AND FOR each quarter of a year ending as aforesd, during which the lessee, his exors, admors, or assigns, shall at any time use 14-horse power and upwards, the additional rent of £——, the sd fixed rent of £—— per annum to be payable in advance (*b*) by equal quarterly payments, &c., and the payment of the additional rent, if any, accruing in each quarter to be made at the quarter-day ending such quarter, and all such fixed and additional rents to be paid without any deduction, except for landlord's property tax. *Covenants by lessee to pay rents*, p. 498; *to keep in repair*, "the internal parts of the sd demised rooms and premises, damage by natural decay, fire, or tempest, alone excepted," p. 500; *to deliver up in repair*, p. 501; *to permit lessors to enter and view premises and to repair on notice*, p. 501; *to permit lessors to repair on default of lessee*, p. 502. *Power of re-entry*, p. 512. *Proviso for cesser of rents on destruction by fire or tempest*, p. 514:

Proviso for cesser of rent on deficiency of steam power.

PROVIDED ALSO that if at any time during the continuance of the sd term hereby granted, steam power shall not be duly supplied to the lessee, his exors, admors, or assigns, according to the covenant in that behalf hereinafter contained, owing to the steam engine or main shafting requiring repair, then and during that time a proportionate part of the additional

(*b*) In leases of this nature the rent is generally made payable in advance.

PREC. XXIII.

rent otherwise becoming payable during the quarter shall be remitted. *Covenant by lessors to pay taxes*, p. 509 : AND FURTHER that the lessors, their heirs and assigns, will at all times, except on Sundays, Christmas Day, Good Friday, Bank Holidays, and any other day which may be observed as a general holiday, during the continuance of the sd term from six o'clock in the morning until six o'clock in the evening, but on Saturdays until one o'clock only, [unless prevented by strikes and combinations of workmen, or by a lockout made with the concurrence of the association of, &c.] at their own expense, provide and maintain steam power not exceeding 15-horse power, sufficient for the proper and effectual turning and working such power looms and other machinery as the lessee, his exors, admors, or assigns, shall affix or set up in or upon the sd premises hereby demised or any part thereof : [AND ALSO will at all such times as aforesd keep the main shaft in the lower room of the sd mill to —— revolutions per minute, the number of such revolutions being ascertained in the usual manner by a timepiece to be placed in a conspicuous part of the premises, and to be provided, fixed, and regulated at the expense of the lessee, his exors, admors, and assigns:] AND ALSO will during the sd term provide steam sufficient for heating the sd rooms hereby demised, and for the preparation of the yarn previous to its being woven: AND ALSO will during the sd term keep the main mill gearing in the lower room of the sd mill, and the main upright shafting in the sd three rooms of the sd building, in good and sufficient repair and working order, *and to keep in repair*, "the outside walls, floors, and roofs hereinbefore expressed to be hereby demised and the sd staircase hereinbefore mentioned, p. 539, *slightly altered*, *quiet enjoyment*, p. 511. *Arbitration clause*, p. 516.

Covenant by lessors to provide steam power for working looms.

Keep main shaft going —— revolutions per minute.

Provide steam to heat rooms and yarn.

Keep gearing in repair.

IN WITNESS, &c.

LEASES (AGRICULTURAL).(a)

RESERVATIONS.(b)

Reservation of timber.

1. EXCEPT AND RESERVING unto the lessor, his heirs (c) and assigns, all timber, timber-like trees, tellers and saplings likely to become timber, [and the bodies of all pollards, and the tops and lops of all such trees as have never been topped or lopped as pollards (d)], now standing or growing, and which during the term hereby granted may be standing or growing, upon the sd demised premises or any part thereof, [with free liberty of ingress, egress, and regress, way, and passage for the lessor, his heirs and assigns, and his and their agents, servants, and workmen,

(a) In drawing leases or agreements for yearly tenancies of farms, the following points must be attended to :—*First.* Is the tenant to be bound to use any special rotation of crops, and, in particular, is he to be bound to do so in the last year, or last two years of the term? *Second.* Is he to treat the meadow-land in any particular manner? *Third.* If there are underwoods is he to be restricted as to cutting them? *Fourth.* Is the nature and amount of compensation for unexhausted improvements, including the valuation of the crops and tillage, to be defined in the lease or agreement, or, is it to be according to the custom of the country (in either of which cases the operation of the Agricultural Holdings (England) Act, 1875, 38 & 39 Vic., c. 92, should be expressly excluded), or is it to be determined according to the Act?

(b) See also p. 495, et seq.

(c) In underleases, the words "exors, admors," will be substituted for "heirs," in the case of the lessor, throughout these forms, see note, p. 533.

(d) For distinction between "timber" and "underwood," see *Lord Fitzhardinge* v. *Pritchett*, L.R. 2 Q.B. 135 ; Dart, V. & P. 5th ed. 133.

at all reasonable times to view, grub up, fell and cut down, and with horses, cattle, and carts, and otherwise, to take and carry away the sd timber and other trees [and pollards], and the tops and lops thereof, and for such purposes to make and erect all necessary sheds and sawpits and other conveniences on the sd demised premises, doing no wilful spoil or damage to the corn, grass, hay, or other crops of the lessee, his exors, admors, or assigns, and paying to him or them a fair compensation for all damage actually done, the amount thereof in case of dispute to be settled by arbitration in manner hereinafter provided].

Reservation of minerals.

II. EXCEPT AND RESERVING unto the lessor, his heirs and assigns, all [coal, ironstone, ores, quarries, stone, clay for bricks, sand, gravel, and other] mines and minerals in, under, or upon the sd premises or any part thereof, [with free liberty of ingress, egress, and regress, way and passage for the lessor, his heirs and assigns, and his and their agents, servants, and workmen, to dig, search for, get, dress, make merchantable, and carry away the sd [coal, &c., *as above*, and other] mines and minerals, and for the several purposes aforesd to sink such pits and shafts, and to make and erect such engines, machinery, buildings, erections, works, and conveniences, on the sd demised premises as may be requisite, doing no wilful spoil, &c., *as in last form*].

Reservation of timber and minerals. Short form.

III. EXCEPT AND RESERVING out of the lease [tenancy] all timber and other trees, and all [coal, &c. *as above*, and other] mines and minerals, with free access to cut, work, and carry away the same.

Reservation of sporting. Full form.

IV. EXCEPT AND RESERVING to the lessor, his heirs and assigns, all game [woodcocks, snipes, quails, landrails (*e*)] wild fowl, rabbits, and fish, with the exclusive right for him and them, and all persons authorised by him or them, at all times, of preserving the same, and of hunting, shooting,

(*e*) The birds included in the brackets are not game, see the Game Act 1 & 2 Wm. 4, c. 32, s. 3, but are within the Game Licence Act, 23 & 24 Vic., c. 90.

fishing, coursing, and sporting, over and on the sd demised premises.

The same. Short form.

v. RESERVING to the lessor the exclusive right to all game and rabbits, and to preserve the same on the premises, with liberty to shoot, fish, hunt, course, and sport thereon.

Liberty to resume part of land.

vi. RESERVING nevertheless to the lessor, his heirs and assigns, liberty at any time during the term hereby granted to resume possession of any part or parts [not exceeding in the whole —— acres] of the sd premises for the purpose of ——, *or*, "for any of the purposes specified in the 52nd Section of the Agricultural Holdings England Act, 1875," (*f*) making compensation for the same by a reduction of the rent hereby reserved at the rate of £—— per acre, the amount of such reduction to be fixed in case of dispute by arbitration, *or*, "making compensation for the same by a reduction of rent and otherwise, in manner provided by the sd 52nd section of the sd Act."

Right of entry to inspect premises.

vii. RESERVING to the lessor, his heirs and assigns, and his or their surveyors and agents, free liberty at all times during the term hereby granted to enter into or upon the sd premises for the purpose of inspecting the state of repair or agricultural condition thereof, or any other reasonable purpose.

REDDENDUM. (*g*)

Penal rents.

i. AND ALSO YIELDING AND PAYING in like manner the further yearly rent of £—— for every acre of meadow land, and so in proportion for any less quantity than an acre, which shall at any time be ploughed, broken up, sown, or converted into tillage, without the consent in writing of the

(*f*) See the Act, 38 & 39 Vic., c. 92, s. 52.
(*g*) See p. 497.

lessor, his heirs or assigns, or his or their agent: [AND AN additional rent of £—— for every acre, and so in proportion for any less quantity than an acre, of arable land which shall at any time be cultivated otherwise than according to the covenants hereinafter contained without the consent in writing of the lessor, his heirs or assigns, or his or their agent]: [AND AN additional rent of £—— for every ton of hay, straw, manure, or root crop, which shall at any time during the continuance, or after the determination of this demise, be removed from the demised premises without the consent in writing of the lessor, his heirs or assigns, or his or their agent].

Additional rent for improvements.

II. AND ALSO YIELDING AND PAYING in like manner such further rent as shall be equal to £5 per centum per annum upon all monies and expenses [over the sum of £——] which may be laid out or incurred by the lessor, his heirs or assigns, at the request of the lessee, his exors, admors, or assigns, in or otherwise incidental to the erecting of any new building, or the improving of existing buildings on or in underdraining the sd demised premises; such last-mentioned rent to commence and be payable from the half-yearly day for payment of rent which shall happen next after the day on which any monies or expenses shall be laid out or incurred as aforesd.

Rents to be paid clear of deductions.

III. THE SD RENT [SEVERAL RENTS] to be paid clear of all deductions, except landlord's property tax [land tax and tithe-rent charge, and except the excess of any scot (*h*) or drainage-rate over ——s. per acre in any one year].

(*h*) Some such provision appears proper in cases of fen lands, where, owing to a breach in the sea walls, or dykes, a large scot may have to be levied.

LESSEE'S COVENANTS. (*i*)

To repair and paint.

I. And also will at his or their own expense [on being allowed by the lessor, his heirs or assigns, rough timber for repairs, lime for mortar, bricks, and tiles, on the sd premises or within —— miles thereof] at all times during the sd term keep in good and complete repair and proper condition the farmhouse and all farm buildings, cottages, barns, sheds, and other erections, gates, stiles, bridges, ditches, watercourses, walls, fences, and hedges for the time being on the demised premises: [And will at least once in every —— years during the sd term or oftener if necessary paint or tar such parts of the same as have been usually painted or tarred]. *See Prec.* III., *clause* 9, p. 600.

Another form.

II. And also will at all times during the sd term keep the buildings, gates, and fences of the sd premises in proper repair [damage by fire or tempest excepted], being allowed half the cost of such repairs, except for thatched buildings the roofs of which shall be repaired entirely at the expense of the lessee, his exors, admors, and assigns: And will at all times during the sd term paint the internal woodwork of the farm-house at least once in every ten years, and the outside of the farm-house, and such parts of the buildings as have usually been painted, once in every five years with two good coats of oil-paint, and will tar the other outside woodwork of the farm-buildings once in every ten years, [being allowed half the cost of such painting and tarring].

To clean out ditches.

III. And also will throughout the sd term clean out at least once during every year in a proper manner, and keep in good order all the ditches, watercourses, sluices, sewers, and drains belonging to the demised premises.

Pay for draining.

IV. And also will, on being found by the lessor, his heirs or assigns, on the sd demised premises, or within —— miles thereof, proper pipes, pay for all labour, and other expenses,

(*i*) See p. 498.

in draining the sd land without claiming any compensation for the same at the expiration of the tenancy. And further that no pipe-drain shall, without the consent in writing of the lessor, his heirs or assigns, or his or their agent, be laid at a less depth than —— feet from the surface of the ground, and that every such pipe-drain shall communicate with a ditch.

Not to alter condition of premises.

v. And also will not without the consent in writing of the lessor, his heirs or assigns, or his or their agent, materially alter the present laying out, arrangement, or condition of the sd demised premises.

To reside.

vi. And also will at all times during the sd term reside at the farm house on the demised premises unless authorised in writing by the lessor, his heirs or assigns, or his or their agent, not to do so.

To cultivate according to custom.

vii. And also will cultivate and manage all the demised premises in accordance with the best and most improved, *or*, "the four-course," *or*, "five-course" system of husbandry as practised or in use in the county of —— [so far as such system may not be inconsistent with any of the special provisions herein contained], and will keep the land clean and in good heart and condition. *See Prec.* IV. *clause* 7, p. 605.

Special provisions as to arable land.

viii. And in particular will not grow any unusual or exhausting crops on the demised premises, and will not grow cole, turnips, or mangold for seed to any greater extent than —— acres in any year without the consent in writing of the lessor, his heirs or assigns, or his or their agent: And will not grow more than two crops of white corn, or any two crops of the same kind in immediate succession: And will sow not less than one-sixth part of the arable land with a proper proportion of clover and grass seeds in each and every year along with the first crop after summer fallow turnips or other fallow crop.

Another form.

ix. And in particular will in every year summer fallow, or fallow with turnips or other like crop, one-fourth part of the arable land: And will not in any season, without the consent in writing of the lessor, his heirs or assigns, or

his or their agent, sow any part of such arable land with a second successive crop of white strawed grain: AND WILL not suffer any sheep which have been fed on the demised premises to be folded elsewhere.

Another form.

X. AND IN PARTICULAR will not take a white straw crop off the same land more than two years in succession: AND WILL not after notice to quit has been given or received by him or them take a second white straw crop off the same ground which has borne such a crop in the preceding year, without the consent in writing of the lessor, his heirs or assigns, or his or their agent.

Not to cultivate specified crops.

XI. AND ALSO will not sow, plant, or cultivate any part of the demised premises with hemp, flax, teazles, or woad, or any other unusual or exhausting crops, without the previous consent in writing of the lessor, his heirs or assigns, or his or their agent, nor without such consent leave for seed in any year on the demised premises any turnips, cole, rape, mangold, mustard, or rye grass, or any plants of a like nature, except so much thereof as may be necessary for seeding the demised premises from year to year.

To keep up a flock of mountain sheep.

XII. AND ALSO will at all times keep up a flock of at least —— mountain sheep and lambs, bred and grazed on the demised premises, and will at the end of the tenancy transfer the same to the lessor, his heirs or assigns, or the incoming tenant at a valuation.

For cultivation of pasture meadows.

XIII. AND ALSO will not mow or cut for hay any of the meadow-land, and will keep the same free from thistles, nettles, and rushes, and ant and mole-hills.

Another form.

XIV. AND ALSO will not mow more than —— acres of the pasture-land in any one year, nor the same piece oftener than once in three years, under a penalty of £50 per acre for every acre so mown, and so in proportion for a less quantity, such sum to be recoverable immediately as rent in arrear, and will keep the same, *as in last form.*

Another form.

XV. AND ALSO will not cut away any peat or turves, or pare, burn, or plough up any old pasture or land permanently laid down in grass.

To consume hay, &c. on the premises.

XVI. And also will consume all the hay, straw, fodder, haulm, turnips, mangolds, and other root crops on the premises, or leave the same at feeding price for the incoming tenant, and will in every year carry out and spread at proper times, and in a husband-like manner, on the demised premises all dung and muck produced by the consumption of the same. *See Prec.* III., *clause* 22, p. 602; *Prec.* IV., *clause* 6, p. 605.

To spud thistles, &c.

XVII. And also will twice at least in every year during the sd term properly spud the thistles, and grub up or otherwise destroy the nettles [and horse prickle], and keep the rushes properly mown, and pull out all wild oats from the standing corn: and will once in every year cut the ant-hills.

To replace fruit-trees.

XVIII. And also will preserve all fruit-trees in the orchards or elsewhere on the sd demised premises, and will plant such good and healthy young fruit-trees as may be required to supply the place of those which may die or go to decay, or become unproductive, so as to keep the sd orchards well and sufficiently stocked with fruit-trees.

Not to cut underwood except at usual intervals.

XIX. And also will not cut coppice or underwood, except at the usual season according to the custom of the country, and will not cut any coppice or underwood of less than —— years' growth, and will give ten days' notice in writing to the lessor, his heirs or assigns, or his or their agent, of the intention to cut the same, so as to enable him or them to mark any tellers.

To preserve trees, &c.

XX. And also will preserve all trees, tellers, pollards, and saplings for the time being standing or growing on the demised premises from bite of cattle or other injury, and will not cut down, fell or destroy, or top, lop, or prune any such trees, tellers, pollards, and saplings [under the penalty of £—— for every such tree, teller, pollard, or sapling, to be paid in addition to the actual amount of damage done as aforesd, and to be recoverable immediately as rent in arrear].

To preserve

XXI. And also will from time to time during this demise,

hedges and plantations.

when and so often as he or they shall new make or cut any of the hedges or fences belonging to the sd demised premises, at his or their own expense, dig and make good ditches on the side of such hedges or fences in the usual manner, [and also will at the like expense make and maintain good and sufficient wire, *or*, "railway" *or* "temporary" fences for preserving any such new made hedges and fences, and the young springs thereof from any hurt or damage by cattle or otherwise], [and will not cut any hedges(*k*), plantations, or pollards till they are of the age of —— years, except such as shall be clipped yearly, and also will at all times give ten days' notice in writing to the lessor, his heirs or assigns, or his or their agent, of the intention to cut any hedges, fences, or plantations, so as to enable him or them to mark such tellers as he or they may think fit to be left growing for timber].

Another form.

XXII. AND ALSO will at all times during the sd term keep all the hedges and fences in good condition, and will yearly at the proper season clip such of the hedges as have been usually clipped.

To preserve minerals, and not to commit waste.

XXIII. AND ALSO will not raise or remove, or suffer to be raised or removed, any stone, clay, brick earth, gravel, sand, or minerals from the demised premises, except materials for making or repairing new or existing roads on the sd premises, and will not commit wilful or voluntary waste, spoil, or destruction, in or upon the demised premises, or any part thereof, but will use and manage the same in a good and husbandlike manner.

To preserve boundaries and prevent new roads or encroachments.

XXIV. AND ALSO will preserve all bounds, hedges, and fences, and will not suffer any new roads or footpaths to be made, and will prevent the enclosure of or encroachment upon any waste lands on the boundaries or frontage of the sd demised premises.

To keep a field book.

XXV. AND ALSO will keep a field book, showing how

(*k*) Omit the word "hedges," except in cases where the hedges may contain underwood.

every field or parcel of the demised premises has been cropped and cultivated in every year of the sd term, and permit the lessor, his heirs or assigns, or his or their agent, from time to time to inspect the sd book, and to take copies thereof or extracts therefrom.

To allow lessor to inspect, and to repair on notice.

XXVI. And also will permit the lessor, his heirs or assigns, or his or their agent, at all seasonable times, to enter into and upon the sd demised premises, and to examine the state of repair and cultivation and condition thereof, [and to take any map or plan of the sd premises], and in case the farmhouse, farmbuildings, and gates, *these words should be the same as those in the covenant to repair*, on the sd premises or any part thereof, shall be found defective or out of repair, [or in case the sd land or any part thereof shall not be found in a good and proper state of cultivation and condition], and notice in writing of any such defects or matters shall be given to the lessee, his exors, admors, or assigns, or left on the demised premises, the lessee, his exors, admors, or assigns, will [if and so far as the case will admit], make good the same in a substantial and proper manner within the space of three calendar months next after every such notice shall have been so given or left as aforesd, to the satisfaction of the lessor, his heirs or assigns, or his or their agent.

To protect game.

XXVII. And also will not, without the consent in writing of the lessor, his heirs or assigns, or his or their agent, use upon the demised premises any gun, weapon, net, or other instrument, for the destruction of game, woodcocks, snipes, quails, landrails, wildfowl, rabbits, or fish, but will protect and preserve the same, and the nests and eggs of all such birds as aforesd, and at the request of the lessor, his heirs or assigns, or his or their agent, will give notice to any person to be named by him or them not to come upon [and will warn off all persons trespassing upon] the demised premises for the purpose of killing, taking, searching for, or following the same, and will also allow his or their name or names to be used in any information, action, or prosecution

for such trespass, on being saved harmless against all costs and damages by reason thereof.

Another form.

XXVIII. AND ALSO will use his and their best endeavours to assist in the preservation of the feathered game by protecting the nests, and by preventing disturbance of the birds by dogs during the nesting season, [being at liberty during the months of ——, &c., to take hares by coursing, and rabbits by nets and ferrets].

Not to assign or underlet.

XXIX. AND ALSO will not without the consent in writing of the lessor, his heirs or assigns, or his or their agent, [take in any horses, cattle, or sheep, to graze on], or assign, underlet, or part with the possession of, the demised premises or any part thereof [except by subletting the cottages to weekly tenants].

As to mode of cultivation at end of term. (*l*)

XXX. AND ALSO will not sow or plant during the last three years of the sd term any part of the demised premises with two crops in succession of any of the descriptions commonly called white or exhausting crops, including therein wheat, oats, barley, and rye, without a fallow or green crop properly hoed and cleaned intervening between such two white crops, every such green crop to be consumed on the demised premises, and will not during the sd three years plant more than one crop of potatoes in any one field: AND FURTHER will at the commencement of each of the last two years of the sd term sow such part of the land as shall have been cultivated for green crops or fallow, and properly manured in the preceding season, not being less than one-sixth part at the least of the arable land hereby demised, with a sufficient quantity of good clover or other grass seeds, and properly harrow in the same: PROVIDED THAT on this covenant being duly performed, the lessor, his heirs or assigns, shall pay for such clover and grass seeds as shall be sown in the last year of the sd term, and on which no

(*l*) This form is adapted to the case of the tenants not being bound to adopt any special mode of cultivation during the greater part of the term, and is in use on the estates of one of the largest landowners in the country. See also Prec. II., p. 592; Prec. IV., p. 604.

cattle, sheep, or other live stock shall have been depastured, the amount so to be paid to be settled in case of dispute by arbitration: AND FURTHER that the lessee, his exors, admors, or assigns, will leave in the last year of the sd term (subject as hereinafter is mentioned), properly fallowed and sown with turnips or other root crop or green crop properly hoed and managed, the one-fourth part of the arable lands hereby demised which shall in such last year be in course of succession to be cultivated for root crops, green crops, or fallows, on being paid for the labour and seed properly bestowed on the sd land, the amount so to be paid to be settled in case of dispute by arbitration: PROVIDED THAT the lessor, his heirs or assigns, or the incoming tenant may, if he or they think fit, enter and make the fallows, and the lessee, his exors, admors, or assigns, will in such case permit him or them, with his or their servants, carts, horses, ploughs, and other implements, to enter upon such lands so to be left to be fallowed as aforesd, at any time or times after the commencement of the last year of the sd term, for the purpose of breaking up, ploughing, fallowing, manuring, sowing, and otherwise preparing the same in the usual course of agriculture: AND FURTHER will leave at the expiration of the sd term one-sixth part of the arable land in clover ley of one year's continuance only, and permit the incoming tenant, if he shall so desire, at any time or times after the 24th day of August next preceding the expiration of the sd term, to enter upon, break up, plough, fallow, dung, manure, sow, and otherwise prepare and manage the lands so to be left in clover ley as he shall think fit.

Another form.

XXXI. AND ALSO will in the last year of the sd term leave all clover, seeds, hay, straw, dung, muck, and manure which shall be produced on the premises in such year for the use of the lessor, his heirs or assigns, but will not do any labour or carriage thereto without a direction in writing from him or them, or his or their agent: AND WILL in the same year leave one-fourth part of the arable land equal in goodness to the general average of the whole arable land in a

summer fallow or other proper preparation for a wheat crop, one other fourth part thereof in a barley or oat stubble, one other fourth part thereof in a wheat stubble, and the remaining fourth part thereof in a seed ley: And will plough and prepare for the sd wheat crop in a proper manner under the direction of the lessor, his heirs or assigns, or his or their agent, in default whereof it shall be lawful for the lessor, his heirs or assigns, or the in-coming tenant, to enter on to the demised premises with servants, horses, carts, ploughs, and other necessary implements, and to do such ploughing and preparation: And also in such last year will if desired by the lessor, his heirs or assigns, or his or their agent, but not otherwise, sow, roll, and harrow in seeds with any corn which shall be sown on the sd premises, and not suffer such seeds to be depastured.

To deliver up.

xxxii. And also will at the expiration or sooner determination of this demise deliver up the demised premises and all additions thereto [except such fixtures and buildings (*m*) as the lessee, his exors, admors, or assigns, shall be entitled to remove under or by virtue of any Act of Parliament, and which the lessor, his heirs or assigns, shall not have elected to purchase] in such good and complete repair, and in such state and condition as the same ought to be in, having regard to the covenants hereinbefore contained.

LESSOR'S COVENANTS.

To keep the exterior of the farm-house in repair.

i. That he, the lessor, his heirs or assigns, will at all times during the continuance of the sd term repair and keep in repair the exterior, and when necessary paint the external wood and iron work of the farm-house.

(*m*) See 14 & 15 Vic., c. 25, s. 3, and the Agricultural Holdings England Act, 1875, 38 & 39 Vic., c. 92, s. 53.

II. And also that if the farm-house, buildings, and barns, for the time being standing on the demised premises, or any of them, or any part thereof respectively, shall at any time during the sd term be destroyed or damaged by fire, except by the wilful neglect or default of the lessee, his exors, admors, or assigns, or his or their servants, or workmen, then and so often as the same shall happen, and within —— calendar months thereafter, the lessor, his heirs or assigns, will at his or their own cost sufficiently rebuild, restore, and repair the premises which shall be so destroyed or damaged, except as aforesd. To rebuild buildings burnt down.

III. And also will at all times during the sd term, when required and on receiving reasonable notice, provide within —— miles of the farm-house rough timber [bricks, slates, tiles, lime, nails, and iron, except iron gates and hurdles] for repairs required on the sd demised premises. To provide materials for repairs.

IV. And also will at all times during the sd term allow the lessee, his exors, admors, and assigns, at his or their own expense, to get and carry away so much chalk from the —— chalk pit as may be required for use on the demised premises. To allow lessee to get chalk.

V. And also will allow the lessee, his exors, admors, and assigns, to destroy and take rabbits on the demised premises and in the hedges or banks adjoining the same and belonging to the lessor his heirs or assigns, at any time during the year by ferreting with nets, without dog or gun, [and by the use of dogs and guns from the first day of February to the first day of April in each year, and by means of spring traps set in the rabbit holes and not above ground between the thirtieth day of September and the first day of April, provided that the lessee, his exors, admors, or assigns, shall communicate in writing to the lessor, his heirs and assigns, the names of the persons to be employed for trapping.] Provided also that the ferreting [or shooting] party shall never exceed —— in number, and that if any holes are made they shall be properly filled in and levelled after ferreting, and that if hedges or banks shall be damaged To allow lessee to destroy rabbits.

they shall be at once repaired by the lessee, his exors, admors, or assigns, at his or their own expense.

To pay compensation for mischief done by ground game.

VI. And also will pay the lessee, his exors, admors, or assigns, for all injury or damage done to wheat, oats, or root crops, by hares or rabbits, provided that within —— days of any damage being done in respect of which compensation shall be claimed, the tenant shall give notice thereof in writing to the lessor, his heirs or assigns, or his or their agent. The amount of such compensation shall, if disputed, be settled by arbitration, and shall become payable on the next —— day of —— or —— day of ——that shall occur after the same shall have been determined

Compensation at end of lease for unexhausted improvements.

VII. And also will on the expiration of the tenancy pay or allow to the lessee, his exors, admors, or assigns, compensation, the amount thereof to be determined in case of dispute by arbitration, for the benefit derived by the lessor, his heirs or assigns, from—First, Permanent improvements made by the lessee, his exors, admors, or assigns, with the consent in writing of the lessor, his heirs or assigns, or his or their agent, on the demised premises; Secondly, From the bones or other artificial manure which shall during the last two years of the tenancy be with the like consent brought and spread on the demised premises; Thirdly, For the oil-cake or other food brought and consumed during the last two years of the tenancy on the demised premises; so that the amount of such bones, artificial manure, oil-cake, or other food so brought and consumed, or spread, in either of the sd two years, does not exceed the average annual quantity brought and consumed, or spread, during the three years immediately preceding the two last years of the tenancy; and so that the amount of such compensation shall not exceed one-third part of the value of the bones, artificial manure, oil-cake, or other food brought and consumed, or spread, during the last year of the tenancy, together with one-sixth part of the value of the bones, artificial manure, oil-cake, or other food brought and consumed, or spread, during the last year but one of the tenancy [in excess of the value of the food

and manure which the lessee, his exors, admors, and assigns, may be bound to bring and consume, or spread, as an equivalent for food carried away]. *See Prec.* II., p. 595; *Prec.* III., *clause* 34, p. 603; *Prec.* IV., p. 604.

For quiet enjoyment.

VIII. And also that the lessee, his exors, admors, and assigns, paying the sd yearly rent of £——, and the sd additional rents in case the same shall be incurred, and performing all the covenants and agreements herein contained and on the part of the lessee, his exors, admors, and assigns, to be performed, may quietly hold the demised premises during the sd term [and the barns and stack-yards until the —— day of —— next after the expiration of the sd term for the stacking, threshing, and dressing the last year's crop] without any interruption by the lessor or any person claiming under him.

PROVISOES.

Proviso as to sales under a distress of things covenanted to be consumed on the premises.

I. Provided always, and these presents are executed upon this condition, that in case the lessor, his heirs or assigns, shall distrain for rent, or for any moneys becoming payable and recoverable as rent in arrear by virtue of any of the covenants or provisions hereinbefore contained (*n*), it shall be lawful for him or them to sell and dispose of the distress or distresses, or any part or parts thereof, subject to a condition that all hay, straw, fodder, haulm, turnips, mangold, compost, and manure, *the words should comprise all the produce of the farm covenanted to be consumed on the premises*, shall be consumed on the premises, and that on a sale being made, subject to such conditions, the lessee, his exors, admors, or assigns, shall allow the use of the

(*n*) See 56 Geo. 3, c. 50, s. 11, *Ridgway* v. *Lord Strafford*, 6 Ex. 404; *Hawkins* v. *Walrond*, 1 C. P. D. 280.

out-buildings, barns, yards and fields to the purchaser, free from charge, for the purpose of threshing out or consuming the same.

Proviso excluding customary or statutory right to compensation at end of lease (*o*).

II. PROVIDED ALWAYS, and it is hereby agreed and declared that upon the expiration or determination of this demise, the lessee, his exors, admors, or assigns, shall not be entitled to any payment, allowance, compensation, or right of any nature or kind soever, whether founded upon the custom of the district, or on any statutable provisions capable of being avoided by special agreement or otherwise, except only such payments, allowances, compensations, or rights, to which the lessee, his exors, admors, or assigns, may be entitled under the express provisions of these presents.

Proviso that Agricultural Holdings England Act, 1875, 38 & 39 Vic. c. 92, shall not apply.

III. PROVIDED ALWAYS, and it is hereby expressly agreed and declared that the Agricultural Holdings England Act, 1875 [with the exception of clauses —— and —— thereof, *or*, "the provisions respecting procedure"], shall not apply to this contract of tenancy [or to any tenancy from year to year, which may arise between the lessor, his heirs or assigns, and the lessee, his exors, admors, or assigns, on the expiration or determination of the term hereby granted (*p*)].

Proviso that remedies given to lessor are cumulative.

IV. PROVIDED ALWAYS, and it is hereby agreed that any powers or remedies hereby expressly given to the lessor, his heirs or assigns, in the event of any breach by the lessee, his exors, admors, or assigns, of any of the covenants hereinbefore contained, shall be in every case deemed to be in addition to, and not in substitution for the rights and remedies by law given to the lessor, his heirs or assigns, in respect of or consequent upon any such breach, whether by proceedings to recover possession of the demised premises, or to recover damages or otherwise, all which rights and remedies may be enforced or pursued in due course of

(*o*) This clause would of course not be fair to the tenant unless the allowances to be made to him at the end of the lease are fully provided for.

(*p*) See section 55.

law accordingly: [PROVIDED ALWAYS that the clause lastly hereinbefore contained shall not qualify or affect the arbitration clause hereinafter contained].

PRECEDENTS.

I.

AGREEMENT *for a* YEARLY TENANCY. *Short Form.* PREC. I.

AGREEMENT made this —— day of —— BETWEEN A., of, &c. (hereinafter called the landlord, which expression shall include his heirs and assigns), of the one part, and B., of, &c. (hereinafter called the tenant, which expression shall include his exors, admors, and assigns), of the other part. Parties.

1. THE LANDLORD agrees to let, and the tenant agrees to take THE MESSUAGE, farm, and lands, called —— Farm, situate in the parish of ——, in the county of ——, the particulars whereof are specified in the schedule hereto, as now occupied by ——, with the appurtenances. *Reservation of timber and minerals, and sporting, if intended,* p. 577. THE TENANCY to be for one whole year from the —— day of ——, and so on until it is determined at the end of the first, or any subsequent year, by either party giving to the other six calendar months' notice in writing, AT THE yearly rent of £——, payable half-yearly [quarterly] on, &c., the first payment to be made on the —— day of —— next [and the last payment to be made in advance one calendar month before the expiration of the tenancy]. Agreement to let. Parcels. From year to year. Rent.

THE TENANT SHALL Tenant's agreements.

2. PAY the rent at the time, and in manner aforesd. To pay rent.

PREC. I.

Pay rates and taxes.

3. PAY all rates and taxes, except [land-tax, tithe, rent-charge, and] landlords' property-tax.

Keep in repair.

4. KEEP the farm-house and buildings, and all hedges, fences, and gates, and leave the same at the end of the tenancy, in good tenantable repair, he being allowed rough timber for repairs within a distance of —— miles from the farm-house.

Consume produce on farm.

5. CONSUME all the hay, straw, and root-crops upon the farm.

Spread manure.

6. SPREAD the whole of the manure and muck yearly upon the land.

Preserve timber.

7. PRESERVE all timber, timber-like-trees, and tellers.

Leave fallow on termination.

8. LEAVE one-third of the arable land in fallow [tare or pea-grattan] in a clean state for wheat at the end of the tenancy for the incoming tenant.

Restrictive stipulations.

THE TENANT SHALL NOT

As to white crops.

9. GROW two successive white crops on the same piece of land.

Pasture.

10. Mow any pasture two successive years.

11. BREAK UP pasture, without the consent in writing of the landlord or his agent, under a penalty of £50 per acre, and in like proportion for any less quantity than an acre, such penalty to be recoverable immediately as rent in arrear.

Timber.

12. CUT or lop any timber, or timber-like trees.

Manure.

13. AFTER he has given or received notice to quit, cart any manure or muck on to the land, without giving to the landlord, or his agent, six day's notice in writing of his intention to do so.

Game.

14. DESTROY any game [or rabbits].

As to assignment.

15. ASSIGN or under-let without the written consent of the landlord, or his agent.

Landlord's agreements.

THE LANDLORD SHALL

To put farm-house in repair.

16. PUT the farm-house and buildings in good tenantable repair at the commencement of the tenancy.

17. Find rough timber for repairs within —— miles from the farm-house. PREC. I. Find timber for repairs.

18. Have ingress and egress, for himself and all persons authorized by him, to the land and buildings, to inspect the state of repair and condition of the premises, and to cut timber and for sporting and preserving game. Have right of entry.

19. [Pay the land-tax, tithe rent-charge, and landlords' property-tax], [and also pay the tenant on quitting for all purchased artificial manure, one crop off, and other tenant's effects, including draining, according to the custom of the country, as from an incoming to an outgoing tenant (*a*).] Pay land-tax, &c. Pay for artificial manures, &c.

It is hereby also agreed

20. [That the Agricultural Holdings England Act, 1875, shall not apply to this contract of tenancy.] Agricultural Holdings Act not to apply.

21. That the landlord shall have a right of re-entry on non-payment of the rent for twenty-one days, whether legally demanded or not, or breach of any of the tenant's agreements. Proviso for re-entry.

In witness, &c.

Schedule of Parcels.

II.

AGREEMENT *for a* Yearly Tenancy *in* Leicestershire. Ladyday *holding*. Full Form. PREC. II.

AGREEMENT, &c., *as in Precedent I., to end of the reservation of sporting.*

The tenancy shall be on the terms following, that is to say, For one year, from the 25th day of March next, and so on from year to year, determinable at the end of the first, or any subsequent year, on six calendar months' Tenancy to be from year to year.

(*a*) The words in brackets may be omitted if the Agricultural Holdings Act is not excluded.

PREC. II.

Rent.

notice in writing to quit given by either landlord or tenant to the other, AT THE yearly rent of £——, payable quarterly, on the 24th day of June, &c., in every year, the first payment thereof to be made on the 24th day of June next, and, after notice to quit has been given by either party, the last quarter's rent shall be due and payable in advance one calendar month before the end of the tenancy [AND AT the further rents, *penal and additional rents*, pp. 578, 579.]

Tenant's agreements.

THE TENANT agrees

To pay rent, p. 498; *taxes*, p. 499; *to reside*, p. 581; *to repair*, p. 580; *to cultivate land according to custom*, p. 581; *not to mow grass land*, p. 582, *clause* XIV.; *to consume hay, &c. on premises*, p. 583; *to preserve trees*, p. 583; *to preserve hedges*, p. 583; *to allow lessor to inspect*, p. 585; *to protect game*, p. 585; *not to assign*, p. 586: AND ALSO

Sow wheat in last year.

will, in the autumn before the tenancy ends, sow wheat at the proper time on all the land, which in due course ought to be sown with wheat; but if, at any time after the 31st day of October in the last year of the tenancy, he shall have failed so to do, or if the landlord or incoming tenant shall at any time be dissatisfied with the manner in which, or the time at which, the work is being done, he will, on being required so to do by the landlord or the incoming tenant, immediately deliver to either of them possession of, and permit him to enter upon, all the land required by the landlord or incoming tenant for the purpose

Give up fallows in January.

of being sown with wheat: AND ALSO will, on the 6th day of January before the end of the tenancy, deliver to the landlord or incoming tenant possession of, and permit him to enter and remain upon all the lands to be fallowed, or to be sown with pulse and spring corn, according to the proper cultivation of the farm, except such lands as are

And provide stabling for incoming tenant.

then growing turnips: AND ALSO will, on the said 6th day of January, provide in and upon the farm for the use of the landlord or incoming tenant, from that day until the 25th day of March following, sufficient stabling-room, and

straw for bedding, with a proper quantity of hay or seeds for the working horses employed upon the lands given up, the value of such hay and seeds, and the herbage of the land entered upon, to be paid for by the landlord or incoming tenant at feeding prices on a valuation to be made in the usual manner: AND ALSO will, on the 14th day of February before the end of the tenancy, deliver to the landlord or incoming tenant possession of and permit him to enter upon one half of the turnip-land above excepted; or, if the proper proportionate quantity of land shall in breach of this agreement not be in turnips in the last year, then so much as would be equal to one half of the land that ought to have been in turnips, and will deliver possession of the remainder as soon as the turnips are eaten off, but the tenant shall not have any claim for eatage in respect of any of the turnip-land delivered up before the end of the tenancy: AND LASTLY will permit the landlord and incoming tenant and their agents to do all things necessary for carrying these regulations, on the determination of the tenancy, fully into effect.

Give up half the turnip land in February.

Permit landlord to carry agreement into effect.

THE LANDLORD agrees

Landlord's agreements.

THAT he will, on the expiration of the tenancy, pay or allow to the tenant compensation, the amount thereof to be determined by valuation in the usual manner, at the end of the tenancy, for unexhausted improvements and labour according to the rules following, that is to say:—

To pay compensation at end of tenancy.

First. For the cost of seed (provided always that it is good and clean), and of the labour of once ploughing, and of scarifying, harrowing, and sowing the land then sown with wheat in due course, and of the labour properly bestowed on clay-land summer fallowed in due course, which is unfit for turnips, cole, or other fallow crop (provided such land has been worked in a good and husbandlike manner, but not otherwise), and of the seed and labour of sowing such clay-land fallow, and also the cost price of the labour of sowing all grass and clover seeds sown with the first crop of corn

For seed and labour.

PREC. II.

after fallow turnips, or other fallow crop, in the spring preceding the end of the tenancy, provided that the tenant shall not stock the land sown with grass or clover seeds after the —— day of —— preceding the end of the tenancy.

Bone manure.

Second. For bones properly and beneficially used in the year preceding the end of the tenancy for turnips or other green crops, the whole of the cost if used dry, and three-fourths if dissolved in acid, to be allowed exclusive of carriage.

Artificial manure.

Third. For guano or other well-known and approved artificial manure properly and beneficially used in the year preceding the end of the tenancy for turnips or other green crops consumed on the ground where grown by sheep, two-thirds of the cost price to be allowed exclusive of carriage; but, when the crop has been drawn and consumed in the yards by cattle, one-half of the cost price to be allowed exclusive of carriage.

Oil-cake.

Fourth. For oil-cake given to cattle and sheep, one-third of the cost price of that so used within twelve calendar months before the end of the tenancy, and one-sixth part of the cost price of that so used in the previous year, to be allowed exclusive of carriage.

Lime.

Fifth. For lime properly and beneficially used within twelve months before the end of the tenancy, if no crop has been taken from the land limed in that year, the whole cost, including labour, to be allowed; if one crop has been taken from such land, four-fifths of such cost to be allowed, and so on, diminishing the allowance by one-fifth for each crop taken from such land.

Claying, &c.

Sixth. For claying, marling, or chalking, a similar allowance to that for liming.

Drainage.

Seventh. For all draining done by him during the last five years of the tenancy, provided it is well and properly executed, according to the rates following, that is to say:—the whole cost of draining done within twelve calendar months before the end of the tenancy; four-fifths of the cost of draining done in the previous year; and so on, diminishing

PREC. II.

the allowance by one-fifth for each year that shall have elapsed since the drainage was done.

Valuers to estimate sums owing to landlord for breaches of agreement, and deduct from sums to be allowed to tenant.

And it is hereby agreed that the valuer or valuers shall make an estimate of all sums due from the tenant to the landlord for arrears of rent, or for dilapidations or injury to the farm by bad husbandry, or breach of stipulations or otherwise in any respect, and of the cost of putting into repair and into good tenantable condition all the buildings, gates, fences, drains, water-courses, and other things on the farm, to the repair or maintenance of which the tenant is liable, and then being out of repair or not in good tenantable condition, and the amount of such estimate shall be deducted from any sums to be due to the tenant at the end of the tenancy, or, at the option of the landlord, shall be paid to him by the tenant on demand. *Proviso as to compensation at end of tenancy*, p. 592; *Proviso excluding Agricultural Holdings Act*, p. 592; *Proviso for re-entry*, p. 595, "but notwithstanding any such re-entry, the tenant shall be entitled to all outgoing allowances as before mentioned, subject to a deduction for rent in arrear, dilapidations, and otherwise as aforesd."

In witness, &c.

III.

PREC. III.

AGREEMENT *for a* Yearly Tenancy *in* Kent *from* 11*th* October. *Full Form.*

Agreement made this —— day of —— Between, &c., *as in Precedent* I.

Agreement to let. Parcels.

1. The landlord agrees to let, and the tenant agrees to take, from the eleventh day of October, 18—, All that farm, called —— Farm, situate in the parish of ——, consisting of —— acres or thereabouts, together with the farm-house and buildings belonging thereto, To hold the

For yearly tenancy.

PREC. III.

same from year to year, until either party shall have given six months' notice in writing of his intention to determine the tenancy, in any case the tenancy to cease on the 11th day of October, 18—, AT THE yearly rent of £——, payable on the 6th day of April and the 11th day of October, unless, as regards the last half-yearly payment, demanded at any time within one month previous to the expiration of the tenancy, in which case it shall immediately on such demand become due and payable.

Rent.

Landlord reserves

THE LANDLORD reserves

Timber.

2. ALL THE pollard trees, tellers (whether on stems or otherwise), timber, and timber-like trees, with liberty of ingress to plant, top, and fell the same.

Minerals.

3. ALL GRAVEL, brick earth, quarries, and minerals, with liberty to work and use the same.

Right to resume land.

4. THE RIGHT to take and resume land for public buildings and public works, paying the tenant compensation [in the manner provided by the fifty-second section of the Agricultural Holdings England Act, 1875.]

Right of sporting.

5. THE EXCLUSIVE right of sporting.

Right of entry.

6. THE FREE right at all times of entry for inspection and other reasonable purposes.

Tenant agrees

THE TENANT agrees

To pay rent, rates, and taxes.

7. TO PAY the rent [tithe rent-charge], and all rates and taxes, except land-tax, and landlords' property-tax.

To reside.

8. TO RESIDE on the premises.

To repair.

9. TO KEEP in good repair the farm-house, and all the buildings, fences, gates, stiles, [culverts, pounds], bridges and premises, the same having been put by the landlord in tenantable repair at the commencement of the tenancy; and the landlord, upon reasonable notice, finding and allowing on the premises, or within —— miles distance, all rough materials (except straw for thatching and glass), to be fetched by, and at the cost of, the tenant, all damages by tempest, above £20 at any one time, or by fire, excepted.

10. To KEEP the farm-roads well metalled, and in good repair. — To keep roads metalled.

11. To PAINT, paper, and whitewash the farm-house and buildings internally every seven years. — To paint internally.

12. To TAR and paint the exterior of the farm-house and buildings, and other premises usually tarred and painted, every four years. — To paint externally.

13. To REPAIR on three months' notice. — To repair on notice.

14. To PAY one-fourth of the cost of all converted or sawn timber used in repairs, if found by the landlord, instead of rough timber. — To bear proportion of cost of sawn timber.

15. To MAKE annually one-seventh part of the arable land a good summer fallow, to be ploughed not less than —— times, with suitable dressings, the lands to be kept at all times in a clean state, and cultivated according to the best course of husbandry. — To fallow one-seventh of land.

16. NOT TO leave for seed any turnip, rape, mustard, rye-grass, mangold, flax, or other such seeds on the sd premises (except so much of such seeds as may be required annually for seed by the sd farm), without bringing on fifteen yards of good rotten dung per acre, or an equivalent in other manures. — Not to grow for seeds.

17. To KEEP up in good plant not less than —— acres of hops. — To grow hops.

18. To KEEP the farm sufficiently stocked, and not to stall off any of the sheep depasturing thereon. — To stock farm.

19. NOT TO break up any pasture-land without the written consent of the landlord or his agent, or to mow any part thereof in three successive years, under a penalty of £50 for every acre so broken up, and £10 for every acre so mown, and so in proportion for any less quantity than an acre, such penalties to be recoverable by action as liquidated damages, or by distress on the premises, and within six months after mowing, where the hay is not consumed on the farm, to manure one-third part of the lands mown with not less than twenty-five yards of good rotten dung per acre, or other manure equivalent thereto, and not to mow — Not to break up pasture.

PREC. III.

in any one year more than —— acres of the pasture-land.

20. *To spud thistles, &c.*, p. 581.

To consume hay.

21. To CONSUME all the grass hay upon the farm, unless the landlord or his agent gives his written consent to the contrary.

Not to carry off hay, &c., without bringing manure on.

22. NOT TO carry off from the farm any of the hay, straw, haulm, clover or roots, without bringing on to the farm immediately in exchange four cubic yards of good dung for every load of hay, straw, haulm or clover, so carried off, and fifteen yards of good dung for every acre of roots carried off, or an equivalent in other manures, for such quantities respectively, such manure and dung, together with manure made on the farm, to be spread in a husband-like manner on the land in every year, or, in the last year of the tenancy, left made up in proper maxhills, the tenant being paid for his labour on the same according to the custom of the country.

Account for hay, &c.

23. To GIVE, if required, at every audit, an account of the straw and hay sold off, and the manure brought on the land in the preceding year.

Not to cut timber.

24. NOT TO prune, top, or lop any of the timber-trees injuriously, under a penalty of £10 for each tree: Not to cut down or destroy any of the timber, or timber-like trees, under a penalty of £20 for every tree, such penalty to be recoverable in the same way as the above-mentioned penalties.

Preserve fruit trees.

25. To PRESERVE all fruit-trees, and plant fresh ones in lieu of those dying, or becoming decayed.

26. *To preserve boundaries, and prevent encroachments*, p. 584.

27. *To cleanse ditches*, p. 580.

Not to assign.

28. NOT TO assign or underlet any portion of the premises, except the cottages and gardens, without the landlord's written consent.

Sow seeds.

29. To sow seeds in the last year with the wheat or spring corn, and not to turn any stock or sheep into such seeds to feed them injuriously after harvest.

30. To LEAVE, at the end of the tenancy, two seventh parts of the arable land in a fit state, and proper tilth for a wheat season in equal proportions of clover ley, podware, mangold, and rape. Cultivation at end of tenancy.

31. To ALLOW the incoming tenant, after the harvest in the last year of the tenancy, to enter the stubbles and plough the same in case the out-going tenant is unable or unwilling to perform the work required to be done by the new tenant. After harvest to allow incoming tenant to plough.

THE LANDLORD agrees Landlord agrees

32. To FIND, within six weeks after notice, rough timber or other proper materials for repairs (except as aforesd) within —— miles of the premises, and to bear half the expense of labour, nails, gate-irons, and staples in such repairs. To find materials for repairs.

33. To REBUILD, in case of fire, the house and premises within six months upon such a scale as the landlord shall think suitable and proper for the farm. To rebuild in case of fire.

34. To ALLOW the tenant for all the hay, straw, haulm, chaff, and litter left on the farm, at feeding price, and for the clover left on the farm, at sale price; To pay for all labour on the fallows and on the manures during the last year; To pay for purchased manures brought on during the last year, and from which no benefit has been derived by the tenant, except any unreasonably and unnecessarily purchased, and except any brought on under Clause 22; To pay for seeds sown reasonably and seasonably by the tenant according to his agreement; To pay for all labour properly bestowed upon stubbles after harvest, unless the landlord should have signified that he did not require any such labour bestowed, but the tenant to be in such case found all reasonable work for his horses; To allow the tenant the use of the barns until the —— day of —— next after the end of the tenancy; To pay for hop-poles on not exceeding —— acres of land; To pay for the underwood down to the stub; To pay for tar and paint To allow for hay, &c., left on farm. For labour on fallows. For purchased manures. Seeds. Labour on stubbles. Use of barns. For hop poles. For underwood.

PREC. III.

which has been properly used on the premises by the tenant;

For paint. For oilcake, &c.

To pay the tenant one fourth part of the cost price of all linseed, rape, or cotton cake consumed by cattle or sheep during the last year of the tenancy, and also one-eighth part of all corn fed by cattle, sheep, or swine, provided there has been no crop taken from the manure or the fields since the feeding.

For quiet enjoyment.

35. FOR QUIET enjoyment by the tenant on payment of rent and performance of this agreement without interruption by the landlord or any one claiming under him.

Proviso for re-entry.

36. THE LANDLORD shall have a right of re-entry on non-payment of rent within twenty-one days after the day for payment, whether demanded or not, or on breach of any of the agreements on the part of the tenant [or on his becoming bankrupt, or entering into liquidation or compounding with his creditors].

Arbitration.

37. AT THE expiration of the tenancy the amount to be paid by the landlord to the tenant on his quitting the sd farm, and any amount to which the landlord may be entitled by reason of any breach of any of the agreements or conditions hereinbefore contained, or any other matter of dispute respecting the provisions herein contained, or in any way connected with or arising out of the letting of the sd farm, shall be settled in the usual way by two arbitrators to be mutually chosen by the parties, or in case of difference by their umpire, whose decision shall be binding.

38. *The Agricultural Holdings Act not to apply,* [save as hereinbefore provided], p. 592.

AS WITNESS, &c.

IV.

PREC. IV.

AGREEMENT *for a* YEARLY TENANCY *in* WORCESTERSHIRE.

Parties, *as in Precedent* I.

1. *Agreement to let, &c., as in Precedent* I., *clause* I. PREC. IV.

THE TENANT hereby agrees as follows :— Tenant agrees.

2. *To pay rent*, p. 498.

3. *To pay rates and taxes*, p. 499.

4. AND WHO will pay in like manner such further rent as shall, &c., "in underdraining the sd premises," p. 579, clause II.

5. *Add appropriate provisions as in preceding forms, as to any matters not provided for in the following clauses.*

6. ALL hay, straw, potatoes, roots, cabbages, and other food for cattle grown upon the sd farm shall be consumed thereon, or if sold, one-half of the proceeds of such sale shall within six months after the sale be expended in manure approved by the landlord or his agent, to be applied either to green crops or to the pasture land, the other half in oil cake or linseed to be given to cattle or sheep. All manures whether made from the produce of the farm, or purchased in exchange for such produce sold, shall be used upon the sd farm, or in the last year of the tenancy left for the benefit of the succeeding tenant. Notice shall be given by the tenant to the landlord or his agent previous to any such sale of hay, &c., *as above*, and vouchers shall be produced for the manure or oil-cake bought instead thereof. If any hay, &c., *as above*, be destroyed or damaged by fire the value thereof shall be expended in the purchase of other hay, &c., *as above*, or in manures and oil-cake in the same manner as if such hay, &c., *as above*, had been sold. To consume hay, &c.

7. THE LAND shall be kept, during the tenancy under this agreement, in a clean and good state of cultivation and so cropped that at the expiration thereof the arable land shall be in the condition hereinafter mentioned, or the tenant shall pay to or be paid by the landlord for any deviation therefrom such sum as shall be determined by arbitration, as hereinafter mentioned. To farm properly.

8. ONE HALF of the arable land shall, on such expiration of the tenancy, be clean and in good condition and fit to plant On termination one-half

PREC. IV.

land to be ready for white straw crop.

with white straw crops. Of such half part, one moiety shall have been fallowed (with or without green crops) during the previous summer; the other moiety thereof shall have been wholly under clover or mixed grass seeds, or part in clover and the rest beans or peas after being manured, none of the clover or other grasses having been allowed to stand for seed.

One-fourth land to be sown with clover.

9. ONE FOURTH of the arable land shall have been sown in the spring of the year preceding the termination of the tenancy with clover or other proper mixed-grass seeds upon land fallowed the previous year and clean; the seeds, sowing, and harrowing to be paid for by the landlord or his incoming tenant, provided they have not been grazed after harvest.

Not more than one-fourth of land to require fallowing.

10. NOT MORE than one-fourth of the arable land shall require to be fallowed in the year after the termination of the tenancy, nor require an outlay of more than fifty shillings per acre to clean it. If it requires less than that sum the landlord or his incoming tenant shall pay the difference, if more than that sum the tenant shall pay it.

Arbitrators to be appointed on termination.

11. NOT LATER than one month before the termination of the tenancy under this agreement the tenant and the landlord or his incoming tenant shall each appoint an arbitrator. The arbitrators shall meet not later than ten days before the expiration of the tenancy, and, having appointed an umpire, shall proceed to consider the claims made by either party. In case either party refuse or neglect to appoint an arbitrator, the arbitrator nominated by the other shall act as sole arbitrator and shall have the same powers as arbitrators appointed by both parties would have had, and any award made in pursuance of this agreement shall be final and binding upon both parties, and may be made a rule of any division of the High Court of Justice.

Duties of arbitrators.

12. THE ARBITRATORS shall first consider how far the state of the farm differs if at all from that herein stipulated, and they shall decide whether the tenant or the landlord or his incoming tenant is entitled to any and what compensation on account of such variation. They shall then settle

the other claims between the parties upon the following basis.

Sum to be paid according as half the land is or is not ready for white straw crops.

13. THE LANDLORD or his incoming tenant shall pay after the rate of fifty shillings per acre for all land in excess of one half which under the above conditions is fit to be planted with white straw crops or shall be paid by the tenant at the same rate for all short of one-half of the arable land so fit.

As to cultivation of clover.

14. NOT LESS than one-fourth of the clover or mixed grass seeds shall be mown for hay during the last year for the use of and to be paid for by the incoming tenant. For the remainder of the land whereon clover or other grasses have been grazed the whole summer by sheep, the incoming tenant shall pay after the rate of forty shillings per acre, provided such land be clean, and that only one crop of corn has been taken since the previous fallow.

Tenant to be paid for fallows.

15. THE TENANT shall be entitled to the sum of fifty shillings per acre for all clean fallows, whether after vetches eaten while green, or bare fallows. If not clean and ready to plant with corn, the cost of making them so shall be deducted. For all root crops he shall be paid the value, not the cost of cultivation, provided the land be clean. If it be not so the cost of cleaning it shall be deducted.

Tenant to be paid for roots not sold, and for purchased manures and oil-cake.

16. IF THE tenant has not sold hay, &c., *as above*, *clause* 6, and has purchased manures within the last two years of the tenancy, or if he has purchased manures in excess of the quantity required to replace the hay, *&c.*, *as above*, so sold, he shall be paid one half the cost of all such purchased manures in excess of the quantity so required which shall have been applied to green crops or grass land in the last year of the tenancy, and one-fourth of the cost of that in the last year but one, such cost not having exceeded forty shillings per acre. He shall be paid for all unprepared bones and lime used upon any arable land during the last four years of the tenancy, deducting one-fourth for every year's use; and on pasture land during the last six years, deducting one-sixth for every year's use, provided that such pasture land has not been mown in that time; and for every other fertilizer

PREC. IV.

of a permanent nature such allowance as the arbitrators may determine; and also one-half of the cost of all oil-cakes or linseed consumed during the last year, and one-fourth of that in the last year but one, provided such oil-cake or linseed has been given to cattle and sheep, and does not exceed the average of the four years preceding the last year of the tenancy.

Tenant to have use of barns after termination.

17. THE TENANT shall not retain any part of the buildings or land after the termination of his tenancy (except the use of the barns for thrashing and winnowing only), but shall be paid the value of all hay, &c., *as above*, *clause* 6, remaining on the premises. The arbitrators shall fix the times for thrashing and delivering such straw to the incoming tenant.

Tenant to be paid for permanent improvements.

18. THE TENANT shall be paid such sum as the arbitrators may determine for all permanent improvements made with the sanction in writing of the landlord or his agent.

Arbitration to apply on bankruptcy.

19. IN CASE the tenancy shall determine by bankruptcy or arrangement or composition with or for the benefit of creditors the arbitration clause shall apply, and the time for nomination of arbitrators shall be one month after such determination, and the arbitrators shall have full power to adjudicate on all questions of compensation, having regard to the time when the tenancy so determined; and the trustee for creditors shall stand in the place of the tenant.

20. *Agricultural Holdings Act not to apply*, p. 592.

21. *Proviso for re-entry*, p. 604.

IN WITNESS, &c.

V.

LEASE *for a* TERM.

PREC. V.

THIS INDRE made the —— day of —— BETWEEN A., of, &c., (hereinafter called the lessor) of the one part, and B., of, &c., farmer, (hereinafter called the lessee), of the other part, WITNESSETH that in consideration of the rents and covenants hereinafter reserved and contained, and on the part of the lessee to be paid and performed, the lessor doth hereby [in exercise of a power contained in an indre of settlement dated, &c., and of every other power in this behalf him enabling] demise unto the lessee ALL THAT messuage or farmhouse and pieces or parcels of land situate in the parish of ——, in the county of ——, known as —— Farm, as the same are now in the occupation of ——, and which are more particularly described in the schedule hereunder written, the numbers in which schedule refer to the numbers in the ordnance map, *or*, "the tithe map of the sd parish." *Reservation of timber*, p. 576; *minerals*, p. 577; *sporting*, p. 577; *Right of entry to inspect premises*, p. 578. To HAVE AND TO HOLD the sd demised premises UNTO the lessee from the —— day of ——, for the term of —— years, *Reservation of fixed rent*, p. 497; [*penal rents*, p. 578; *improvement rents*, p. 579(*a*)]; *the rents to be paid clear of deductions*, p. 579: AND THE LESSEE doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessor, his heirs and assigns, in manner following, that is to say, *to pay rent*, p. 498; *pay taxes*, p. 499; *to reside*, p. 581; [*to pay for draining*, p. 580]; *to repair*, p. 580, "the lessee carting from a distance not exceeding —— miles at his own expense, all materials to be used for drainage to be executed by him on the sd farm, and all materials to be used in erecting new

Parties.

Witnesseth.

Demise.

Parcels.

Habendum.

To lessee for term.

Lessee's covenants.

(*a*) In the lease from which this precedent is taken the improvement rents were £5 per cent. on sums expended on improvements other than cottages, and £4 per cent. on sums expended on cottages.

buildings and cottages to be erected by the lessor"; *not to alter the condition of the premises*, p. 581; *to insure and rebuild*, p. 503; *to clear out ditches*, p. 580; *to cultivate according to custom*, p. 581; *insert the special stipulations (if any) to be observed, first as to cultivation of arable, then of meadow or pasture land, and lastly as to the cutting of underwood and preservation of timber, &c., see above*, p. 581 *to* 583; *the details of these clauses in each case will depend on the nature of the farm and the custom of the district; to preserve hedges*, p. 584; *to allow lessor to inspect*, p. 585; [*to keep a field book*, p. 584]; *to protect game*, p. 585; *not to assign or underlet*, p. 586; *covenants* (*b*) *as to method of cultivation during the last two or three years of tenancy, see above*, p. 586 *to* p. 588; *to deliver up at end of term*, p. 588; *Power of re-entry*, p. 512; *Proviso as to sales under distress of things covenanted not to be removed from the premises*, p. 591:

Lessor's covenants.

AND THE LESSOR doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the lessee in manner following, that is to say, *to provide materials for repairs*, p. 589; [*to allow tenant to destroy rabbits*, p. 589; *to compensate for unexhausted improvements*, p. 590;] *for quiet enjoyment*, p. 591; [*Proviso that Agricultural Holdings Act shall not apply*, p. 592;] *Interpretation clause*, p. 516.

IN WITNESS, &c.

Schedule.

(*b*) The details of these clauses in each case must be settled, having reference not only to the nature of the farm and the county in which it is situated, but also to whether the tenant is restricted as to the mode of cultivation during the earlier part of the term.

LEASES (MINING).

PARCELS.

I. ALL THOSE pieces or parcels of land, &c., *described with reference to schedule and map*, p. 253, and all coal, cannel, ironstone, building-stone, and clay, *or*, "and all that mine, bed, or seam of coal called ——, [and all other, if any, the mines, beds, or seams of coal overlaying, *or*, "situated below," the —— seam] and all seams or beds of fireclay associated and capable of being worked in conjunction with the —— seam, [or with any such other mine or seam of coal]," *or*, "and all mines, veins, and beds of tin, tin ore, copper, copper ore, lead, lead ore, and other metals, ores, and metallic minerals whatsoever," situate, lying, and being in or under the sd pieces or parcels of land. Unopened mines with surface.

II. FULL AND EXCLUSIVE LIBERTY and license to search for, dig, mine, and work all coal, ironstone, building-stone, and clay, *for variations, see last form*, situate, lying, and being in or under all those pieces or parcels of land, &c., and all [coal and other minerals] there found to raise, make merchantable and fit for sale, and carry away and convert to their own use. Mines without surface.

III. ALL THOSE pieces or parcels of land situate, &c., and all the buildings and erections thereon, and the pits and shafts now open thereon, and known as the —— colliery, and the engines, boilers, and other fixed machinery, fixtures, and works, in, upon, under, or about the same: AND ALSO all coal, ironstone, building-stone, and clay, *or as the case* Opened collieries, &c., with part of surface.

may be, within or under the same pieces or parcels of land, or within or under all those pieces or parcels of land, situate, &c.: And also all railways, tramways, roads, wayleaves, easements, and conveniences belonging to or used in connection with the sd colliery and works.

Slate quarries.

IV. All those slate rocks, slate quarries, and beds of slate of whatsoever description and quality, which now are or at any time or times hereafter during the term hereby granted, shall or may be opened and discovered in, upon, or under the pieces or parcels of land, &c.: And also all tramways, inclines, and other roads, levels, drifts, and works, now existing upon or under the sd lands hereinbefore described [and upon or under the lands, &c., *being lands not comprised in the demise*,] and used or intended for getting, raising, or transporting the slate from the lands and hereditaments hereinbefore described, or for purposes connected therewith, and all trams, plates, and fixtures, in or about the same.

Liberty to work mines.

V. And also liberty and power for the lessees,(*a*) their exors, admors, and assigns, and their agents and workmen, to enter upon the lands aforesd, and to search for, win, work, get, raise, convert, and carry away the [coal,] and other produce of the mines and premises hereby demised, [but without entering upon the surface of any of the sd lands except the lands coloured —— on the sd map, and without disturbing or damaging any buildings now existing or hereafter erected [for agricultural purposes] on the sd lands coloured ——, and without interfering with any railway, tramway, road, works, or privileges of any other lessee of coal, stone, or other mines or minerals, belonging to the lessor.]

Liberty to make works.

VI. And also liberty and power for the purposes aforesd, and all other purposes connected with the due and proper management, working, and development of the sd mines and premises, [to use the existing pits, shafts, railways, tramways, roads, colliery buildings, machinery, and

(*a*) As mining leases are commonly taken by two or more lessees, the word "lessees" in the plural is used throughout these forms.

works, on or under the sd lands, and to deepen existing pits and] to sink such pits and shafts, to drive such planes, levels, adits, sumphs, waterways, and airways, to erect or construct such engines, machinery, dressing floors, buildings, workshops, storehouses, cottages, [coke ovens, iron furnaces, brick-kilns, lime-kilns,] erections and things, and to form all such railways, tramways, and other roads and communications, spoil heaps, and other conveniences, in, over, and under the sd lands as may be necessary, or convenient.

Liberty to quarry.

VII. AND ALSO LIBERTY to quarry and get stone, sand, gravel, and other building and road materials from some convenient part or parts of the sd lands [to be selected from time to time by the lessor, his heirs or assigns,] and to use and employ the same for the purposes of the mines hereby demised, and the works belonging thereto, [but not for sale, or for the erection of dwelling-houses on the sd lands, nor for the erection of buildings of any kind on any other lands, nor for any purpose whatsoever connected with other lands or the mines thereunder,] without payment of any rent or royalty for the same.

Liberty to dispose of building-stone, gravel, &c.

VIII. AND ALSO LIBERTY to carry away and convert to their own use all building and other stone, gravel, sand, and road material which may be got in the course of working the sd mines without payment of any rent or royalty for the same.

Liberty to get clay and make bricks.

IX. AND ALSO LIBERTY to get common brick clay, sand, and other substances to be used in the manufacture of bricks on any part of the sd lands [to be selected by the lessor, his heirs or assigns,] and to manufacture the same into bricks [at any such place as last aforesd], and to use such bricks for the purposes of the mines hereby demised, and the works belonging thereto, without paying any royalty for such as shall be used for the purposes of the sd mines, or for erecting, making, or repairing any building, workshop, kiln, furnace, oven, or other erection or work hereby [demised or] authorised to be erected or made on the sd lands, but paying a royalty of —— shillings per thousand for all bricks that shall be taken away from the same lands.

Liberty to use water.

X. And also liberty (so far as the lessor can grant the same) to use and enjoy for any of the works or operations aforesd, any streams, watercourses, springs, or water in or upon the sd lands, and to divert, stop, or dam up any such stream or watercourse, and to make or construct any watercourses, drains, or reservoirs, for any of the purposes aforesd, [but not so as to deprive any house of a proper supply of water, or in any way to foul or pollute the water, or to interfere with the rights of any other lessees of mines or minerals belonging to the lessor.] *See Prec.* I., *clause* 4, p. 647.

Another form.

XI. And also liberty to use and divert all waters and watercourses within the sd lands for the working of the sd mines, provided that such diversion of any watercourse can be made without prejudice to any person other than the lessor, his heirs or assigns, entitled to the use thereof, and to make any reservoirs or any watercourses or leats for conveying the same or any other streams of water in, over, or through the sd lands for the purposes aforesd.

Liberty to make a level and railway over, and deposit spoil on adjoining lands.

XII. And also liberty to open a level upon the adjoining lands of the lessor [as shown on the sd plan and therein distinguished by the colour ——, and the words "proposed level":] And also to form a railway or tramway across the same lands from the sd level to join any line of railway or tramway now existing, or which may hereafter be made: And also to deposit spoil on the same lands [at the place distinguished on the sd plan by the colour ——, and the words "proposed spoil bank"]: [Provided that the situation of the sd level, railway, tramway, and spoil bank shall be selected by the lessor, his heirs or assigns, or his or their agent.]

Liberty to work adjoining mines through demised mines, or instroke.

XIII. And also liberty and power for the lessees, their exors, admors, and assigns, to work and get the [coal] and other minerals from any adjoining mines now or at any time or times hereafter during the term hereby created, belonging or in lease to the lessees, their exors, admors, or assigns, and to bring the same through the mines hereby

demised, and the levels and workings thereof, and for that purpose to make drifts and passages by way of instroke from such adjoining mines [and also to deposit the spoil of such adjoining mines on the lands hereby authorised to be used for spoil heaps of the mines hereby demised] (*b*).

Liberty to work demised mines through adjoining mines, or outstroke.

XIV. AND ALSO LIBERTY and power for the lessees, their exors, admors, and assigns, to make drifts and passages through the barriers or limits of the sd demised mines and premises for the purpose of working and getting the [coal] and other minerals therefrom by way of outstroke through any adjoining mines now or hereafter during the term hereby created belonging or in lease to the lessees, their exors, admors, or assigns (*b*).

Liberty to make specified roads.

XV. AND ALSO LIBERTY and power to make such roads, tram-roads, and railways in, through, and over the demised premises to and from the —— Railway as may be necessary, and to go and repass over the same, with or without waggons, horses, or locomotive steam-engines, for the purpose of carrying coals and other minerals from, and bringing materials to the demised premises.

Proviso as to surface operations.

XVI. PROVIDED THAT the sites for all spoilbanks, buildings, workshops [quarries, clay-pits, sand-pits, chalk-pits, brick-kilns, lime-kilns, coke-ovens, iron furnaces, dressing-floors, ventilating-shafts, railroads, tram-roads, and other communications], and for all surface operations shall be in every case selected by the lessor, his heirs, or assigns, or his or their agent.

Timber felled to belong to lessor.

XVII. PROVIDED THAT all the timber and other trees that shall be felled in the exercise of the liberties and powers aforesd shall belong to the lessor, his heirs and assigns.

Lessees not to obstruct lessor's mining operations.

XVIII. PROVIDED THAT in the exercise of the aforesd liberties and powers the lessees, their exors, admors, and assigns, shall not obstruct or retard the getting, working, or development of the minerals hereinafter excepted

(*b*) See also Prec. I., clauses 8 and 36, pp. ; *Lewis* v. *Fothergill*, L. R., 5 Ch. Ap. 103; *Jegon* v. *Vivian*, L.R., 6 Ch. Ap. 142.

and reserved to the lessor, or of the minerals in, under, or upon any other lands belonging to the lessor.

Lessees not to do unnecessary damage.

XIX. PROVIDED THAT the lessees, their exors, admors, and assigns, shall, in the exercise of the powers and authorities hereby granted, do as little injury or damage as can be to the lands aforesd, or the timber, crops, or buildings thereon, or to the tenants or occupiers thereof, and conform to the provisions and restrictions hereinafter contained.

EXCEPTIONS AND RESERVATIONS.

Exception of coal for support and barriers, &c.

I. EXCEPT AND RESERVING unto the lessor, his heirs, and assigns, so much and such parts of the coal in the mines or veins hereby demised as is or may be required for the support of any house or building now existing on the sd land, or which may hereafter be erected thereon [for agricultural purposes]: AND ALSO all the coal within a distance of —— yards from each of the existing pits, and any new pit which may hereafter be sunk to the sd mines or veins hereby demised, which last-mentioned coal is to be left as a bulwark or support: AND ALSO all the coal within a distance of —— yards from the boundary of the lands hereby demised, which is to be left as a barrier, and wholly undisturbed by mining operations: [AND ALSO such of the coal in the mines or veins hereby demised as the lessor, his heirs or assigns, shall remove in sinking to, or working the deeper mines or veins hereby reserved, or which he or they shall require to be left as a bulwark or support for any existing pit, or any new pit which may hereafter be sunk to the sd deeper mines or veins.].

General reservation

II. EXCEPT AND RESERVING unto the lessor, his heirs and assigns, all mines and minerals in and under the sd

lands other than the mines and minerals hereinbefore expressly demised: WITH LIBERTY for the lessor, his heirs and assigns, and his or their lessees, or persons authorized by him or them in that behalf, to search for, work, get, raise, convert, manufacture, and carry away the sd excepted or reserved mines and minerals at his or their will and pleasure: AND WITH LIBERTY for the purposes aforesd to sink, drive, erect, make, and use all such pits, shafts, adits, water-ways, air-ways, buildings, pumps, railways, tramways, roads, engines, machinery, spoil-banks, cinder-banks, and other conveniences upon, through, or under the sd lands as shall be necessary or convenient, *where water rights are of primary importance, omit the word* "water-ways," *and add,* "and to use any springs, streams, water-courses or waters, now or hereafter existing on or under any part of the demised lands, and to divert the same into any other part of the sd lands by drifts, or any other means," *and see Prec.* I., *clause* 10, p. 647. of excepted minerals.

III. AND ALSO EXCEPT and reserved unto the lessor, his heirs and assigns, all such stone, sand, gravel, and other building or road materials as he or they may require for use on his or their estate, with full power to enter upon the sd lands, and to dig, search for, work, quarry, and carry away the same. Reservation of stone, gravel, &c.

IV. WITH LIBERTY for the purposes aforesd to use all railways, tramways, and roads for the time being belonging to the lessees, their exors, admors, or assigns, or used by them for working the mines and minerals hereby demised, or the other purposes aforesd, and to cross, intersect, and join any such railways, tramways, or roads with or to other railways, tramways, or roads, to be made under the liberty hereby reserved to the lessor, his heirs and assigns, and to extend and continue any such railways, tramways, or roads as aforesd, through the spoil-banks, yards, and other premises belonging to, or occupied by the lessees, their exors, admors, or assigns, in connection with the mines hereby demised. Power to lessor to use tramways, &c.

Lessor to join in repairing tramways.

v. PROVIDED ALWAYS that if the lessor, his heirs or assigns, or his or their lessees, or any persons authorized by him or them as aforesd, shall use any railway, tramway, or road in common with the lessees, their exors, admors, or assigns, under the reservation hereinbefore contained, he or they shall pay and contribute a just proportion of the expense of keeping the same in repair and working order, the amount of such proportion to be settled in case of dispute by arbitration.

Liberty to enter and inspect mines.

VI. WITH LIBERTY for the lessor, his heirs and assigns, and his or their agent, with or without engineers, surveyors, or other persons at all reasonable times during the term hereby granted to enter upon, inspect, and examine the sd demised mines and premises, and every part thereof, for the purpose of ascertaining the condition thereof, and the manner of working, carrying on, and managing the same, and the quantity of [coal], or other minerals actually got, or for any other reasonable purpose, and to take plans and measurements of the workings in the sd mines, and for the purposes aforesd, to use, free of charge, all the shafts, pits, engines, ropes, tackle, machinery, railways, tramways, roads, works, and things now or hereafter existing on the sd demised premises.

Proviso that lessor shall not hinder lessees.

VII. PROVIDED ALWAYS that the liberties and powers hereinbefore reserved to the lessor, his heirs and assigns, shall be exercised and used, so as to cause as little obstruction and hindrance as possible to the lessees, their exors, admors, or assigns, in the enjoyment of the powers and privileges hereby granted, and that the lessor, his heirs or assigns, shall pay to the lessees, their exors, admors, or assigns, reasonable compensation for all loss or damage which they may sustain, by reason or in consequence of such exercise or use, the amount thereof to be settled in case of difference by arbitration.

REDDENDUM (*a*).

Fixed or dead rent.

I. YIELDING AND PAYING therefor yearly during the sd term hereby granted, and so in proportion for any time less than a year [unto the lessor, his heirs and assigns], a certain yearly rent of £——, payable half-yearly on the —— day of ——, and the —— day of ——, the first payment thereof to be made on the —— day of —— [in respect of which rent the lessees, their exors, admors, and assigns, may work and get during the half-year for which each such half-yearly payment is made so much —— as at the rates hereinafter mentioned would produce a galeage [footage] rent of £——].

Surface rent.

II. AND ALSO a yearly surface rent of £—— for every acre, and so in proportion for any less quantity than an acre of the sd lands which shall be taken or used by the lessees, their exors, admors, or assigns, for any of the works, operations, or other purposes aforesd, every such surface-rent to be payable by equal half-yearly payments on the half-yearly days aforesd in every year after the same shall become payable, and the first of such payments to be made on such one of the same half-yearly days as shall happen next after the same shall have become payable.

Royalty or galeage rent.

III. AND ALSO a galeage-rent or royalty, to be paid on the days hereinbefore mentioned, of —— for every customary ton (reckoning —— lbs. to the ton) of ——, got or raised from or out of the sd demised —— and premises [in excess of —— tons (*b*)], during the half year immediately preceding each such payment.

Different royalties for different seams.

IV. AND ALSO the galeage rents or royalties following to be paid on the days aforesd, namely, a galeage-rent or royalty of —— for every ton (reckoning 2240 lbs. to the ton),

(*a*) See p. 497, notes (*p*) and (*q*).

(*b*) That is, the quantity of tons the royalties on which will amount to the fixed rent.

of coal got or raised from or out of the —— seam, and a galeage-rent or royalty of —— for every ton of 2240 lbs. got or raised from or out of the —— seam during the half year immediately preceding each such payment.

Different royalties for large and small coal.

v. And also the galeage rents or royalties following to be paid on the days aforesd, namely, A galeage rent or royalty of —— for every —— lbs. of coal got or raised from or out of the demised premises, except small coal which will pass through a screen with meshes —— inches square, *or*, "the bars of which are [one] inch apart;" And a galeage rent or royalty of —— for every —— lbs. of such small coal as aforesd; And a further galeage rent or royalty of —— for every —— lbs. of coal, not being small coal, improperly sold, used, or consumed under the denomination of small coal, such last-mentioned galeage rent or royalty to be in addition to the galeage rent or royalty first hereinbefore mentioned.

Royalties varying according to market price.

vi. And also the royalties following, to be paid on the days aforesd, namely, At all times during the sd term a royalty of —— for every —— lbs. of coal got or raised from or out of the demised premises; And also if and whenever the price of coal at the pit's mouth shall exceed the price of —— shillings per ton, then an additional royalty of —— pence for every —— lbs. of coal so got or raised for every shilling or fraction of a shilling by which such price shall exceed —— shillings per ton.

Footage rent.

vii. And also a rent of £—— payable half-yearly on the days aforesd for every acre being one foot in thickness, and so in proportion for any less quantity than an acre, and for any greater or less thickness than a foot, of all coal which shall have been raised or got out of the —— seam in the half year immediately preceding each such payment.

Way-leave rent.

viii. And also a way-leave rent of —— for every customary ton (reckoning as aforesd) of —— and other minerals raised or obtained from any lands not comprised in this present lease, *or*, "the adjoining mines known as —— and —— as the same are now held by the lessees," and brought

through, over, or upon the mines and premises hereby demised, and the workings thereof under the liberty hereinbefore granted in that behalf, such way-leave rent to be payable half-yearly on the days aforesd for and in respect of all —— and other minerals which may be brought through, over, or upon the mines and premises hereby demised, or the workings thereof, as aforesd during the half year immediately preceding each such payment.

Spoil-bank rent.

IX. And also a rent of £——, in addition to the sd way-leave rent, for every customary ton (reckoning as aforesd) of spoil or rubbish produced in working —— and other minerals raised or obtained from any lands not comprised in this present lease, *or as in last form*, and deposited on the lands comprised in this present lease under the liberty hereinbefore granted, such last-mentioned rent to be payable half-yearly on the days aforesd for or in respect of all spoil or rubbish deposited as aforesd during the half year immediately preceding each such payment.

Another form.

X. Provided always that if the spoil or rubbish produced in working —— and other minerals from —— be deposited on the lands hereby demised under the liberty hereinbefore granted, a rent of —— for every customary ton (reckoning as aforesd) of all —— and other minerals worked as last aforesd, shall be paid in addition to the sd way-leave rent, such rent to be payable half-yearly on the days aforesd for or in respect of all —— and other minerals worked as aforesd during the half year immediately preceding each such payment.

Render in kind or money at lessor's option in respect of metallic minerals.

XI. Rendering and delivering on the sd premises during the sd term unto the lessor, his heirs and assigns, for his and their own use one equal —— part of all [copper, copper ore, lead, lead ore, tin, tin ore, and all other metals, ores, and metallic minerals] raised or got during the sd term from the sd lands and premises by virtue of these presents after the same shall have been dressed, made merchantable, [and fit for smelting and refining], clear of all expenses attending the raising, getting, making merchantable, and weighing the

same, the sd respective parts or royalties hereinbefore reserved to be rendered and delivered half yearly on the —— day of ——, and the —— day of ——, in every year during the sd term or oftener, if and so often as any such [ores, metals, or minerals,] as aforesd shall have been raised or got and made merchantable, [OR at the option of the lessor, his heirs or assigns, YIELDING AND PAYING in lieu of the sd reserved parts of the sd [ores, metals, or minerals,] one equal —— part of all money arising from the sale of all such [ores, metals, and minerals] as aforesd, after deducting cost of carriage to the place of sale, such cost not to exceed —— per ton of —— lbs. [for copper and copper ore, —— per ton for lead and lead ore, and —— per ton for tin and tin ore, &c.] but without any other deduction, the respective royalties reserved in money as last aforesd, to become due and payable so soon as the price of the sd [ores, metals, or minerals,] in respect whereof the same shall be payable, shall be received by the lessees, their exors, admors, or assigns, but in case the same shall not be received by them within —— calendar months from the sale, then at the expiration of such —— calendar months.

Proviso as to coal which may be got without paying royalties, &c.

XII. PROVIDED ALWAYS that the lessees, their exors, admors, and assigns, may, in every half year of the sd term, get and raise out of the sd demised mines and premises, without paying any royalty, *or*, "galeage," *or*, "footage rent," [so much coal as at the aforesd royalty, *or*, "galeage," *or*, "footage rent," would yield a rent of £—— for such half year, and also] so much coal as may be actually consumed in the engines or furnaces for the time being employed or otherwise consumed in working the same mines and premises, or supplied without charge to the manager, colliers, or labourers employed thereon, *when other mines are worked by instroke through the demised mines, say*, "engines or furnaces for the time being exclusively employed or otherwise consumed exclusively in the working of the demised mines and premises," *and add*, "But if any such engine or furnace shall be employed, or if the sd coal

shall be consumed partly in the working of the demised mines and premises, and partly in the working of other mines, such a proportionate quantity only of such coal as shall be consumed in respect of coal raised from the demised mines shall be free from royalty, *or*, 'galeage,' *or*, 'footage rent.'" *And see Prec.* I., *clause* 16, p. 648.

Proviso as to manner of ascertaining footage rents.

XIII. PROVIDED ALWAYS that for the purpose of ascertaining the amount of footage rents payable under the reservation hereinbefore contained, coal which shall be left for pillars, supports, barriers, or bulwarks, [or which shall be found unworkable,] shall not be taken into account, and that the acreage shall be measured along the inclination of the seams of coal, and that the thickness shall be measured perpendicular thereto, so as to obtain the true contents of the coal raised or got.

Proviso as to surface-rent and compensation to tenants.

XIV. PROVIDED ALWAYS that the surface rent payable as aforesd shall be in addition to and not in lieu of any compensation which may be required by and shall be reasonably due to any tenant of the lands in respect of which the same surface rent shall be payable for any damage or loss occasioned to such tenant by the taking or using such lands by the lessees, their exors, admors, or assigns.

Proviso as to accidents.

XV. PROVIDED ALWAYS that if at any time during the sd term the lessees, their exors, admors, or assigns, shall be wholly prevented from working the mines hereby demised, by fire or water, arising from unavoidable accident, and if and so long as in such case they shall use their best endeavours to restore the sd mines to a condition fit for working, and to resume and continue the proper working thereof, the sd yearly fixed or mine rent of £—— shall cease to be payable during such time as such impediment to the working of the sd mines shall continue.

Strike clause.

XVI. PROVIDED ALWAYS that, if at any time during the sd term it shall become impossible, owing to any strike or combination of workmen, or owing to any lock-out of workmen, made with the approval of a majority for the time being of the members of the —— [coalowners' association],

to raise or get a sufficient quantity of [coal] from the sd premises to continue the proper working of the mines hereby demised, then and in such case and so long as such impossibility shall continue, such part only of the sd fixed or dead rent of £—— shall be payable as would be payable as a galeage [footage] rent, after the rate aforesd, in respect of the [coal] actually raised or got out of the premises [other than coal consumed in the engines or furnaces for the time being thereon or supplied without charge as aforesd.]

Average clause.

XVII. PROVIDED ALWAYS that, if in any year of the sd term the lessees, their exors, admors, or assigns, shall not get and raise from the sd demised mines and premises such a quantity of [coal] as at the rates aforesd would produce for that year galeage [footage] rents or royalties equivalent to the fixed or mine rent payable for that year, *or*, "—— tons of ——," then and in every such case the lessees, their exors, admors, or assigns, may, in the next succeeding year [one or more of the next —— succeeding years] of the sd term, but not afterwards, get and raise from and out of the sd mines and premises such a quantity of [coal] as shall be required to make up the deficiency in such previous year without paying any rent or royalty for the same, other than the sd fixed or mine rent.

LESSEES' COVENANTS.

To pay rents.

I. THAT the lessees, their exors, admors, and assigns, will, during the sd term pay [render or deliver] to the lessor, his heirs and assigns, the several rents, royalties, and reservations hereinbefore reserved or made payable on or at the days or times, and in the manner hereinbefore appointed for the payment [render or delivery] thereof respectively, clear of all deductions whatsoever (except landlord's property tax).

II. And will, *as in form* IV., p. 499, imposed upon or in respect of [the sd demised mines and premises or (*a*)] the coal, ores, metals, or minerals got therefrom, or the proceeds of the sale thereof, or the rents, royalties, or reservations hereby reserved or made payable, [or any land entered upon, or building, erection, or work erected or made under or by virtue of these presents] or on the owners or occupiers in respect thereof, the landlord's property tax alone excepted. To pay rates.

III. And that, in case the lessees, their exors, admors, or assigns, shall at any time or times during the sd term occupy or use any of the lands aforesd for the purpose of the sd mines or works under the liberty in that behalf hereby granted, or shall, in the exercise of any liberty or privilege hereby granted, injure, or damage any of the lands aforesd, or any buildings, erections, or crops thereon, or the preparations for such crops, then and in every such case the lessees, their exors, admors, or assigns, will pay to the tenants and occupiers of the lands so occupied, used, or injured as aforesd, proper compensation for or in respect of such occupation, use, or injury, such compensation to be determined in case of difference by arbitration, and will indemnify the lessor, his heirs, exors, admors, and assigns from all actions, proceedings, claims, and demands on the part of such tenants or occupiers or any other persons in respect of such occupation, use, or injury. To pay compensation to tenants for surface damage.

IV. And will in addition to the compensation payable to the tenants or occupiers of the lands so occupied, used, or injured as aforesd, pay to the lessor, his heirs, or assigns, at the expiration or sooner determination of the sd term, compensation for all permanent damage done to such lands. To pay lessor for land permanently injured.

V. And will not at any time during the sd term enter upon any of the lands aforesd for the purpose of commencing any new openings or other works or felling any To give lessor notice before entering on land.

(*a*) Where a license only to get minerals is granted to the lessees, omit the words here bracketed, and substitute the words "by virtue of the licenses hereinbefore contained" for the word "therefrom."

timber or trees or any other purpose without giving to the lessor, his heirs or assigns, or his or their agent, one week's previous notice in writing specifying the land so intended to be entered upon and the object of entering upon the same.

To work mines effectually.

VI. AND WILL at all times during the sd term unless prevented by [fire or water arising from] unavoidable accident [or by strikes or combinations of workmen or owing to any lock-out of workmen made with the approval of the majority for the time being of the members of the —— [coal owners Association]] effectually and vigorously work, develop, and carry on the sd mines, and will at all times, unless prevented as aforesd, keep a sufficient number of able miners constantly employed for such purpose.

Another form.

VII. AND WILL throughout the sd term in the best and most effectual manner that can be devised and with a sufficient number of able working miners and labourers and without intermission, except when prevented by inevitable accident or impediment or during the execution of repairs, [or by strikes, &c., *as in last form*,] explore, search for, drain, and work the sd mines and minerals hereby demised, AND for such purposes will make, erect, and maintain in a proper course of working and state of repair, sufficient shafts, adits, levels, buildings, engines, machinery, and apparatus, AND will drive in a proper and workmanlike manner all levels of every description, within the limits aforesd, on the course of the seams [lodes] in or under the sd lands, and otherwise carry out and exercise the liberties and powers hereby granted according to the best and most improved modes and course of working, AND will properly and sufficiently and in due course of mining operations work all seams [lodes] which now are or hereafter during the continuance of this lease may be discovered within the lands aforesd, and which can be worked so as to remunerate the outlay thereon, and for the purpose of ascertaining what seams [lodes] can be worked with a remunerative result will give to every seam [lode] which promises such a result a proper and sufficient trial when in the regular course of working the same can be

reached, And will at all times actively prosecute and carry on the workings upon each seam [lode] which shall have been begun to be worked (except such as shall upon trial have been found incapable of being worked with a remunerative result) until the same shall be wrought and driven through to the extent of the ground comprised within the limits aforesd, And, in case of any dispute or difference arising as to the propriety or sufficiency of the trial of any seam [lode] or the probability of working the same with a remunerative result or the sufficiency of the number of men employed upon any seam [lode] or work or the sufficiency or efficiency in other respects of the working or in anywise in relation thereto, the matter in difference shall be referred to arbitration.

Not to discontinue working.

viii. And will not at any time during the sd term, unless prevented, &c., *as in form*, vi. *or* vii., discontinue the effectual working of the sd mines or any of them for the space of —— weeks in the whole in any one year or for any consecutive period exceeding —— weeks.

To get enough coal to produce minimum rent.

ix. And will during each half year ending on the —— day of —— and —— day of —— of the sd term or until the whole of the sd seam of coal [mines and minerals hereby demised] shall have been worked out [unless prevented, &c., *as in form*, vi. *or* vii.,] get such a quantity of [coal] from the sd mines as, according to the galeage [footage] rent or royalty hereinbefore reserved, will produce a clear half-yearly rent of £——, *the minimum rent.*

To carry on special works.

x. And further (and so that this covenant shall not be deemed in any way to restrict or limit the general covenants hereinbefore contained respecting the working of the sd mines) will forthwith commence and carry on the following works and operations with the object of efficiently and vigorously exploring and working the —— seam [lode] (that is to say) the —— level [adit] shall be driven eastward at the rate of —— fathoms at the least in every year by —— able miners at the least, or such greater number as may be requisite, until the same shall be wrought or driven through

the ground comprised in the limits aforesd, and that such other drivages and works, in addition to those hereinbefore specially mentioned, shall be from time to time carried on as shall be necessary or proper for efficiently developing and working the sd —— seam [lode]. *And see Prec.* I., *clause* 28, p. 650.

To work mines properly.

XI. AND WILL at all times during the sd term search for, win, work, and develop the mines [seams of coal], and premises hereby demised in a proper, skilful and effectual manner, and according to the best and most approved practice of searching for, winning, working and developing similar mines and minerals [whether the same be] adopted or in use in the district [or not], and with as little damage as possible to the surface of the sd lands, and to the messuages and buildings, and other erections, and the timber and crops thereon [and also with as little damage and interference as possible to and with the working of the other mines and minerals [seams of coal] lying and being under the lands aforesd, but not comprised in this demise], and so as to work and raise the largest possible quantity [of coal] without causing any damage or injury to the mines [seams of coal] hereby demised.

Not to injure mines.

XII. AND WILL not at any time commit or suffer within the mines and premises hereby demised [or in any other mines connected or worked therewith] any wilful or negligent act whereby the mines hereby demised [or any other mines or minerals lying and being under the lands aforesd, but not comprised in this demise], may be damaged by, or overcharged with water or foul air, or whereby the working of any such mines or minerals may be impeded or prevented, or which may occasion or bring any creep, crush, or thrust upon the levels, air-courses, water-courses, or works of the sd mines, or any part thereof.

To protect mines from encroachment.

XIII. AND WILL at all times employ all reasonable care and diligence to protect the mines and minerals hereby demised [and all other mines and minerals, *or*, "seams of coal," lying and being under the lands aforesd, but not

comprised in this demise] from being injured, encroached or trespassed upon, or surreptitiously worked, and in the event of any such injury, encroachment, trespass, or surreptitious working, will take such measurements as will show the extent of the same, and enable the lessor, his heirs and assigns, to recover compensation for any loss occasioned thereby.

To keep works in repair, and deliver up at end of term.

XIV. AND WILL at all times during the sd term keep in good and proper repair, order, and condition all the levels, adits, drifts, shafts, pillars, bulwarks, pits, engines, machinery, pumps, water-courses, air-courses, buildings, sheds, workshops, erections, railways, tramways, roads, and other works and conveniences belonging to the sd mines hereby demised or used in connection therewith, except any works or things which may become unnecessary for the further working of the sd mines [and which may not be necessary or useful for the working of other mines and minerals lying and being under the lands aforesd, but not comprised in this demise], and the same, in such good and proper repair, order, and condition, will deliver up to the lessor, his heirs or assigns, at the end or sooner determination of the sd term [or at the time when the same shall become unnecessary for the working of the sd mines hereby demised.]

That the lessor may repair on default of lessees.

XV. AND THAT in case the lessor, his heirs or assigns, or his or their agent, shall at any time during the sd term give or leave on the sd demised premises a notice in writing to the lessees, their exors, admors, or assigns, to execute and do any such repairs or works as ought to be executed or done by virtue of the covenants hereinbefore contained, and the lessees, their exors, admors, or assigns, shall neglect or omit to execute and do the same within the period of three calendar months from the date of such notice, the lessor, his heirs or assigns, shall be at liberty to enter upon the mines and works hereby demised, and to execute and do the necessary repairs and works, and the lessees, their exors, admors, or assigns, shall repay the

expenses of such repairs to the lessor, his heirs or assigns, on demand, and in default of payment, the amount so expended shall be recoverable by distress or otherwise, in like manner, as if the same had formed part of the rents hereby reserved.

To fence pits.

XVI. AND WILL at all times during the sd term, at their own expense, make and maintain sufficient fences for the protection of man and beast round every pit shaft and open part of any adit or other work already sunk or dug, or which hereafter shall be sunk or dug, within the limits aforesd during the sd term.

To fence pits and railways, &c.

XVII. AND WILL, from time to time, and at all times during the term hereby granted, properly and securely fence off, and keep fenced off from the adjoining lands by means of a substantial stone wall [post and rail fence] at least —— feet in height, or some other sufficient fence, all the pits, shafts, railways, tramways, and works of the lessees, their exors, admors, or assigns, used in connection with the mines hereby demised: [AND whenever any such railways or tramways shall be made through existing hedges, banks, walls, or fences, will make and maintain proper gates across the railway or tramway at such openings: AND will at the expiration, or sooner determination of the sd term, at the option of the lessor, his heirs or assigns, either leave such gates in good repair and condition, or block up the openings so made with a proper hedge, bank, wall, or fence, so as to correspond with the adjoining hedge, bank, wall, or fence (*b*).]

Not to interfere with roads or streams.

XVIII. AND WILL not interrupt or interfere with any existing road, railway, tramway, or other communication, or with the natural course of any stream or water-course save as hereby expressly authorized: AND will not throw any spoil, rubbish, or refuse into any stream flowing through the lands aforesd.

To make slime pits for purifying mineral water.

XIX. AND WILL forthwith or as soon as required by the

(*b*) The words between brackets will be omitted when the railway itself is to be fenced.

lessor, his heirs or assigns, or his or their agent [upon or within a suitable piece or pieces of land to be from time to time, as occasion shall require, set apart and appropriated for this purpose by the lessor, his heirs or assigns, or his or their agent], dig and construct for the interception, reception, and purifying and cleansing of the mineral water coming from the dressing-floors, or any of them, before such water shall fall or be permitted to flow (directly or indirectly) into the river —— or other natural channels of drainage, a sufficient number of pits of sufficient dimensions, and of such construction in all respects, as shall be properly adapted for purifying and cleansing the sd mineral water, and in case of any further measures being required for that purpose will take and carry out such further and other necessary and reasonable measures as may be required for the efficient purification and cleansing of the sd mineral water before the same is permitted to flow into the sd river or other natural channels of drainage, the number and dimensions of such pits, and the choice in other respects of the proper means for that purpose, and any incidental question in relation thereto, in case of dispute, to be settled by arbitration.

To return water taken from river.

xx. And will return all water which shall have been taken or intercepted from the river —— for working the water or pumping wheels, or for any of the other purposes of the sd mines and works, to the same river, or deliver the same for the use of the lessor, his heirs or assigns, or the lessees of other mines belonging to him or them, at such point or points on the lands aforesd, and at such level as may be reasonably prescribed in that behalf by the lessor, his heirs or assigns, or his or their agent.

Not to take water required for mills.

xxi. And will not do or suffer any act or thing whereby any stream, spring, or other water which shall or may be used for working any mill or machine shall or may be in any manner lessened or injuriously affected.

To fill in or fence useless shafts.

xxii. And will, whenever any pit or shaft shall become unnecessary or useless, either fill up the same with earth or

rubbish, or surround the same with a good and substantial wall of —— inch brickwork or masonry, at least six feet in height, or cover the same with a good and substantial arch, constructed to the satisfaction of the lessor, his heirs or assigns, or his or their agent, unless he or they shall signify his or their desire that the same shall be left open, in which case the same shall be left open accordingly, together with all air-courses, water-courses, passages, and other works and conveniences belonging thereto in good and serviceable condition.

To prevent trespassing of workmen.

XXIII. AND WILL erect and keep proper gates and fences for protecting the tenants and occupiers for the time being of the sd lands from any trespass on the part of the workmen and other persons employed in the sd mines: AND will take such reasonable means for stopping any such trespass as may be required by the lessor, his heirs or assigns, or his or their agent, and (if so required) will discharge from their employment any workman or person committing such trespass.

To prevent poaching.

XXIV. AND WILL discharge any workman or other person employed in the sd mines who shall [keep a dog, or] poach, disturb, take, or kill the game or rabbits on any land belonging to the lessor.

Not to work near buildings, &c.

XXV. AND WILL not at any time do or permit any damage or injury to any house, building, or other erection, or garden now existing, or any building hereafter erected [for agricultural purposes] on the lands aforesd [or any reservoir on the sd lands], or do or suffer any act or thing whatever which may in any wise tend to the injury or prejudice of the owner, tenant, or occupier thereof: AND (in order effectually to avoid such damage or injury) will not allow any workings to be carried within —— feet of the surface under any such house, building, erection, garden [or reservoir], as aforesd, nor within a lateral distance of —— feet therefrom on any side thereof: AND if any damage or injury shall be occasioned to any house, building, erection, garden [or reservoir], by any breach of this covenant, then

and in such case will pay to the lessor, his heirs or assigns, and his or their tenants, full compensation for such damage or injury [and for all consequential damage caused by the escape of the water from any such reservoir], the amount of such compensation in case of difference to be settled by arbitration: And will keep the lessor, his heirs, exors, admors, and assigns, indemnified against all actions, proceedings, claims, and demands, in respect of any such damage or injury as aforesd.

To work at sufficient depth beneath river, &c.

xxvi. And will not work any ground beneath the river —— within a distance of —— yards from the bed thereof, nor beneath the lands coloured —— in the sd plan within a distance of —— yards from the surface.

Not to place spoil banks near houses.

xxvii. And will not place or allow any spoil banks, or other rubbish or refuse to be deposited or laid, or any dressing floors to be made, except at a reasonable and sufficient distance from any house or garden.

To leave barriers at boundary of land.

xxviii. And will not work any of the sd mines or minerals lying within the distance of —— fathoms measured inwards in a horizontal straight line from the limits of the lands aforesd, to the intent that the sd mines and minerals lying within the distance aforesd shall be left as barriers and wholly undisturbed by any mining operations.

To preserve surface mould.

xxix. And will not cover with ores or rubbish or otherwise waste any meat earth, mould, or soil within the lands aforesd, but will as far as circumstances will admit preserve and lay aside the same in heaps on some convenient part of such lands for the use of the occupiers for the time being thereof.

To weigh minerals.

xxx. And will place at the entrance to each adit, pit, or working, or in some other convenient place or places upon the lands aforesd, to be approved of by the lessor his heirs or assigns or his or their agent, one or more good and properly constructed weighing machine or machines, And will cause to be weighed therein all [coal and other minerals] raised or got under or by virtue of these presents [and also all [coal and other minerals] brought from any

adjoining mines through, on, or over the mines and premises hereby demised under the liberty in that behalf hereinbefore granted], And will cause the weights or quantities so ascertained to be forthwith duly registered at the weighing house or houses, And will also at the close of each day cause the total quantity of the [coal and other minerals] weighed as aforesd during the day to be entered in proper books of account to be kept for that purpose at the counting-house of the sd colliery [mines] in such manner that all [coal and other minerals] subject to galeage, *or*, "footage" [or way-leave] rents or royalties or in respect whereof any exemption is claimed shall be clearly distinguished and shown.

That lessor may inspect weighing machines.

xxxi. And will permit the lessor, his heirs and assigns, and his and their agents and servants at all reasonable times during the sd term to inspect and test the accuracy of the weighing machine or machines to be kept as aforesd, and the weights used therein.

That lessor's agent may be present at weighing.

xxxii. And will permit the lessor, his heirs and assigns, to employ a person to be present at the weighing of all [coal and other minerals] weighed as aforesd, and to keep an account thereof and to check the accounts kept by the lessees, their exors, admors, and assigns.

That lessor may object to weigher.

xxxiii. And will not employ as weigher any person who shall be objected to by the lessor, his heirs or assigns, or his or their agent for any reasonable cause, and if any dispute shall arise as to the reasonableness of such objection the same shall be referred to arbitration.

To give notice to lessor of time of weighing minerals.

xxxiv. And will give twenty-four hours notice in manner aforesd to the lessor, his heirs or assigns or his or their agent, of the time of the weighing or division of the copper, copper ore, tin, tin ore, lead, lead ore, and other metals, ores, and metallic minerals raised or got by virtue of these presents.

To deliver account of ores sold.

xxxv. And will within two days after the delivery or consignment of any ores, metals, or minerals to or on account of any purchaser or purchasers thereof deliver to the lessor, his heirs or assigns, or his or their agent, a just

account in writing of the ores, metals, or minerals so delivered or consigned with sufficient particulars as to price, time of payment, and otherwise.

To keep accounts.

XXXVI. AND WILL at all times during the sd term keep at the counting house or office of the sd mines accurate and regular accounts containing full entries of all [coal] and other minerals raised or got by virtue of these presents [and made marketable and of the sales thereof] and of the times of the removal of the same from the premises, together with all such particulars of weights, quantities, dates, and other facts and circumstances as may be necessary or proper, AND WILL if required verify such accounts by the statutory declaration of their clerk or book-keeper and also of the lessees, their exors, admors, or assigns themselves, so far as their knowledge extends.

To deliver accounts half-yearly.

XXXVII. AND WILL on each of the half-yearly days hereinbefore appointed for payment of rents and royalties deliver to the lessor, his heirs or assigns, or his or their agent, a true account showing the total amount of [coal and other minerals] raised or got during the preceding half year by virtue of these presents, and distinguishing the amount of [coal and other minerals] subject to galeage, *or*, "footage" rents or royalties from the amount in respect of which any exemption is claimed [and the particulars of all sales thereof] [and also an account of all [coal and other minerals] brought from any adjoining mines through or over the mines and premises hereby demised under the liberty in that behalf hereinbefore granted] AND WILL if required verify such accounts, &c., *as in preceding form.*

To keep plans of mines.

XXXVIII. AND WILL at all times during the sd term keep [and will, on each of the half-yearly days hereinbefore appointed for payment of rents and royalties, deliver to the lessor, his heirs or assigns, or his or their agent] true and correct plans and sections of the mines hereby demised and all the workings thereof, [and of any mines worked through or the minerals from which are brought through, under, or over the mines and premises hereby demised] [and of all seams,

veins, or lodes which shall have been discovered therein], upon which the extent, position, and actual condition of the works shall at least once in every half-year be accurately set forth and delineated; such plans and sections to be made to the scale of one in —— on the horizontal or ground plane, and of one in —— in the vertical plane, [and to be kept at the counting-house of the sd mines].

To allow lessor to inspect accounts and plans.

XXXIX. AND WILL permit the lessor, his heirs or assigns, or his or their agents, at all reasonable times to have access to and inspect and take copies of or extracts from the books of account, plans, and sections, to be kept as aforesd.

To deliver lists of workmen.

XL. AND WILL on the —— day of —— in every year during the sd term, or within —— days thereafter, deliver to the lessor, his heirs or assigns, or to his or their agent, a full and true list of the names of all the persons employed in working the sd mines, specifying the names of the miners or labourers who during the year next preceding such —— day of —— shall have been employed in working or driving each seam or lode.

To mark boundaries of mines.

XLI. AND WILL make and maintain distinct and well-secured marks in the roof, side, or other convenient part of every level or headway that shall cross the boundary of the mines and premises hereby demised into or out of any adjoining mines and workings so as to enable the lessor, his heirs or assigns, or his or their agent, at all times to determine the accuracy of the surveys kept by the lessees, their exors, admors, or assigns, and of the returns of minerals based thereon.

To allow lessor to inspect workings.

XLII. AND THAT the lessor, his heirs, or assigns, or his or their agents, servants, and workmen, shall be at liberty at all reasonable times during the sd term, to enter into and upon, and to inspect the mines hereby demised, and the works belonging thereto, and any adjoining mines or works carried on or worked in connection therewith, and to make surveys and plans thereof, and afterwards to return therefrom without any hindrance or interruption, and shall for such purposes be at liberty to use the machinery and plant

employed in or about the sd mines and works, and shall be effectually assisted by the agents, workmen, and servants of the lessees, their exors, admors, or assigns.

To deliver coal to lessor for his own use.

XLIII. And will in each week during the sd term, supply the lessor, his heirs or assigns, with —— tons of —— coal, to be delivered at ——, at a price not exceeding £—— per ton, such coal to be free from rent or royalty.

To make bridges, &c., for convenience of occupiers.

XLIV. And will make and keep in repair proper bridges and passages for the safe and convenient passage of the occupiers for the time being of the sd lands, and other persons, and their cattle, carts, and carriages, over any watercourse, or open part of any adit or adits, or other works, which shall be made or erected by the lessees, their exors, admors, or assigns, within the lands aforesd: And will keep open the roads and paths over and across the sd lands, and provide proper and convenient means of passage where the workings shall interfere with the roads or paths now existing.

To deliver stone and gravel, &c., to lessor.

XLV. And will from time to time, upon the lessor, his heirs or assigns, or his or their agent, giving one calendar month's notice in writing for that purpose, deliver to the lessor, his heirs or assigns, or his or their agent, free of charge, at the time specified in such notice, and at some place used by the lessees, their exors, admors, or assigns, for the deposit of stone, sand, gravel, or road materials, such quantities of stone, sand, and gravel, in a merchantable condition, and of other materials for the making, maintaining, and repairing of roads, or for use for any other purposes whatsoever on the estate of the lessor, his heirs or assigns, as shall from time to time be so required, and shall permit such stone, sand, gravel, and road materials to be taken and carried away by the persons employed by the lessor, his heirs or assigns, and give proper facilities for enabling them so to do: Provided always that subject to the reservation to the lessor, his heirs or assigns, of such stone, sand, gravel, or road materials as he or they may require as aforesd, and subject to the lessees, their exors,

admors, and assigns, duly observing the covenant lastly hereinbefore contained, the lessees, their exors, admors, and assigns, shall be at liberty to make merchantable and dispose of all other stone, sand, gravel, and road materials got by them in the course of their sd workings without rendering any account or paying any dues in respect thereof.

Not to obstruct lessor in working excepted minerals.

XLVI. AND WILL exercise the rights, licenses, and privileges hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working by the lessor, his heirs or assigns, of the mines and minerals hereby excepted and reserved, or the transport, conveyance, or conversion of the produce thereof, or to the use and enjoyment of any other right hereby reserved to the lessor, his heirs or assigns.

Not to allow unauthorised persons to use way-leaves, &c.

XLVII. AND WILL not at any time during the sd term authorise or suffer any person other than the lessees, their exors, admors, or assigns, or their agents, workmen, or servants to use any way-leave, drift, level, instroke, outstroke, water-way, or other communication from, through, over, or under the lands aforesd, or used or occupied in connection with the sd mines.

To deliver up at end of term.

XLVIII. AND WILL, at the expiration or sooner determination of the sd term, deliver up to the lessor, his heirs or assigns, the sd demised premises with all —— except such fixtures and things as tenants are by law entitled to remove, and which the lessor, his heirs or assigns, shall not under the provision in that behalf hereinafter contained require to be left, in such good and sufficient state of repair as aforesd, and in all respects in such state and condition as shall be consistent with the due performance of the several covenants herein contained, and in proper order for the future working and prosecution of the mines and works hereby demised.

LESSOR'S COVENANTS.

For quiet enjoyment.

I. That the lessees, their exors, admors, or assigns, paying [and delivering] the several rents and royalties [and renders] hereby reserved and made payable, and observing and performing all the covenants, stipulations, and conditions herein contained, and on their part to be observed and performed, shall peaceably and quietly hold and enjoy the mines [minerals, liberties, licenses, lands] and premises hereby demised and granted for and during the term hereby granted without any interruption from or by the lessor, his heirs or assigns, or any person rightfully claiming under or in trust for him, *or*, "under the sd indre of settlement of the —— day of ——," *or*, "under the sd will of the sd ——."

To renew.

II. That if the lessees, their exors, admors, or assigns, shall be desirous of taking a new lease of the mines and premises hereby demised after the expiration of the sd term of —— years hereby granted, and shall at least six calendar months before the expiration thereof signify such their desire by a notice in writing to be delivered to the lessor, his heirs or assigns, or his or their agent, or left at his or their last known place of abode in England, the lessor, his heirs or assigns, and all other necessary parties, if any, will at or before the expiration of the sd term, at the costs and charges of the lessees, their exors, admors, or assigns, make and execute to them a new and effectual lease of all and singular the sd mines and premises hereby granted or demised for a term of —— years, to commence from and after the expiration of the term hereby granted, at and under the like rents and royalties [and renders], and with and subject to the like covenants and provisions as are herein contained, except this present covenant for renewal.

PROVISOES.

Power of re-entry.

1. PROVIDED ALWAYS that if the sd rents and royalties [and renders] hereby reserved or any of them or any part thereof respectively shall at any time be in arrear or unpaid for three calendar months after the same respectively shall be payable, whether the same shall have been legally or formally demanded or not, *or*, "and demand for the same shall have been made at the counting-house of the sd mines by the lessor, his heirs or assigns, or his or their agent," or if the lessees, their exors, admors, or assigns, shall make default in performing or observing any of the covenants, provisions, or conditions herein contained, and on their part to be performed and observed [or if the lessees, their exors, admors, or assigns, or any of them, while the sd demised premises or any part thereof shall remain vested in them, shall become bankrupt or shall enter into liquidation for the benefit of or compound with their or his creditors, or if their assigns being a company shall enter into liquidation whether compulsory or voluntary (*a*)] then and in any such case it shall be lawful for the lessor, his heirs or assigns, although he or they may not have taken advantage of some previous default of a like nature [to re-enter upon any part of the sd demised mines, lands, and premises in the name of the whole], [*or, if licenses only are granted,* by any instrument under his or their hand and seal or respective hands and seals to determine the several liberties, licenses, and powers hereinbefore granted] and thereupon this present lease and the liberties, licenses, and powers hereinbefore granted, and every clause and thing herein contained shall absolutely cease, determine, and become void (except for the purpose of enforcing any right of action or remedy which shall have

(*a*) As to the part here bracketed, see note above, p. 512, and see the next proviso.

accrued to any of the parties hereto or their respective heirs, exors, admors, or assigns in respect of any breach of any of the covenants or provisions herein contained).

Proviso qualifying power of re-entry.

II. PROVIDED ALWAYS and it is hereby agreed, that no breach of any of the covenants and conditions hereinbefore contained (except the covenant for payment of rents and royalties, and the covenants against assigning, underletting, or disposing of the sd premises without consent, and for allowing the lessor, his heirs and assigns, to have access to, and inspect the books of account and other records and weighing-machines of the sd mines, and to enter and inspect the sd mines, and the workings thereof), shall give a right of re-entry, or be a cause of forfeiture of the sd term under the proviso lastly hereinbefore contained, unless and until the lessor, his heirs or assigns, or his or their agent, shall have given to the lessees, their exors, admors, or assigns, or their principal manager for the time being, or shall have left for them or him at the office or counting-house of the sd mines a notice in writing, specifying the particular breach or breaches of covenant or condition complained of, and requiring the same to be remedied, and default shall have been made, &c. *above*, p. 514, *form* IV.

Power to lessees to determine lease if coal lies too deep.

III. PROVIDED ALWAYS and it is hereby agreed, that if the lessees, their exors, admors, or assigns, shall sink a shaft or bore to the depth of —— from the surface of the sd lands, without finding a seam of coal of the thickness of —— at the least, it shall be lawful for, but not incumbent on them, at any time thereafter, having paid the rents and royalties hereinbefore reserved, and observed and performed the covenants and conditions herein contained up to the time of such determination, to determine this demise by giving —— calendar months' notice in writing to the lessor, his heirs or assigns, or his or their agent.

Power to abandon working in case of a fault.

IV. PROVIDED ALWAYS and it is hereby agreed, that, if by reason of any fault in the coal-measures the sd seams of coal [any seams of coal, of the thickness of —— at least, found by the lessees, their exors, admors, or assigns], shall

be thrown down under the sd lands to a greater depth than ——, it shall be lawful for, but not incumbent on, the lessees, their exors, admors, or assigns, to abandon, and not to work such part of the same seams as shall lie beyond such fault, and they shall not be bound to prove the extent of such fault.

Power to surrender if coal is of bad quality or exhausted.

v. PROVIDED ALWAYS and it is hereby agreed, that if it shall appear, after a full and sufficient trial and exploration, that the coal hereby demised is of a bad, soft, or unmarketable quality, or if all the coal, which, having regard to the conditions and circumstances in which similar seams are wrought in the district, may fairly be deemed to be workable with profitable results, shall be found to be exhausted, then and in every such case the lessees, their exors, admors, or assigns, may determine this demise at the end of any year of the term hereby granted by giving in the event of the first mentioned contingency twelve calendar months', and in the event of the exhaustion of the coal, six calendar months', notice in writing to the lessor, his heirs or assigns, or his or their agent, but without prejudice to the rights and remedies of the lessor, his heirs or assigns, for the recovery of any rent then in arrear, or in respect of any breach then already committed by the lessees, their exors, admors, or assigns, of any covenant or condition herein contained: Provided that the sufficiency of any such trial and exploration, and the fact whether such exhaustion of coal as aforesd shall have occurred, shall in case of dispute be submitted to arbitration.

The same, if working is unsuccessful.

vi. PROVIDED ALWAYS and it is hereby agreed, that in case the lessees, their exors, admors, or assigns, shall be unsuccessful in exploring and working the mines and lodes within the lands aforesd, and shall therefore be desirous to determine the sd term hereby granted, previous to the expiration thereof, and shall give —— calendar months' notice in writing, of such desire, to the lessor, his heirs or assigns, or to his or their agent, and shall, at the expiration of such notice, render and pay all rents, dues, and

royalties, compensation for damage and other moneys, that may be then due or payable to the lessor, his heirs or assigns, or his or their tenants, and shall deliver up these presents to the lessor, his heirs or assigns, or his or their agent, then these presents, and the liberties, licenses, and powers, and every clause and thing herein contained shall determine, and be void, but without prejudice to such right of action or other remedy as shall have accrued to either party at or before such determination in respect of the breach of any covenant or provision hereinbefore contained.

Power to lessees to remove engines, &c.

VII. PROVIDED ALWAYS that it shall be lawful for the lessees, their exors, admors, or assigns (having first paid and discharged the several rents, royalties, and sums of money payable by them by virtue of these presents, and having observed and performed all the covenants and conditions hereinbefore contained), at the expiration or sooner determination of the sd term, or within —— calendar months thereafter [unless the same shall be determined under the power of re-entry hereinbefore contained, and in that case at any time not less than fourteen days nor more than —— calendar months after such determination], to take down and remove for their own benefit all [fixed and] moveable engines, machinery, plant, &c., *here insert appropriate words,* used or employed in or about the sd mines and works [which the lessor, his heirs or assigns, shall not have elected to purchase under the provision hereinafter contained] (except landlords' fixtures) making reasonable compensation for all damage done to the sd lands and premises by such removal.

Power to lessor to purchase engines, &c. at expiration of term.

VIII. PROVIDED ALWAYS that if at the expiration or sooner determination of the sd term the lessor, his heirs or assigns, shall desire to purchase all or any of the [fixed or] moveable engines, machinery, plant, &c., *here insert appropriate words,* and other articles and things used or employed in or about the carrying on and working of the mines and works hereby demised, and shall signify such desire by a notice in writing,

signed by him or them, or his or their agent, and given to the lessees, their exors, admors, or assigns, or left at the counting-house of the sd mines, one calendar month at least before the expiration or sooner determination of the sd term, unless the same shall be determined under the power of re-entry hereinbefore contained, in which case the notice may be given or left as aforesd at any time within fourteen days after the determination of the sd term, then and in such case the articles and things specified in such notice shall not be removed by the lessees, their exors, admors, or assigns, but shall be purchased by the lessor, his heirs or assigns, at a price to be determined in case of dispute by arbitration. *See Prec.* II., p. 654.

Power of distress.

IX. PROVIDED ALWAYS that if and so often as any part of the rents hereby reserved shall be in arrear for twenty-one days, whether the same shall have been legally demanded or not, the lessor, his heirs or assigns, may enter into and upon the mines and premises hereby demised [*or* which shall for the time being be held or occupied by the lessees, their exors, admors, or assigns, under the liberties or licenses hereby granted] [or any adjoining mines or lands of the lessees, their exors, admors, or assigns, which shall for the time being be worked or used by them in connection with the sd mines and premises (*b*)], and may seize and distrain all [coal] and other minerals actually gotten, and all fixed or moveable engines, machinery, rails, trams, plant, horses, cattle, implements, utensils, and things belonging to the lessees, their exors, admors, or assigns, within, under, or upon any part of the sd mines and premises so demised [held or occupied] as aforesd [or such other mines or lands as aforesd], and may sell and dispose of the same for and towards the satisfaction and payment of all such arrears of rent, and also of all expenses incidental to, or occasioned by such distress or distresses in like manner as rent can be recovered by law.

(*b*) See as to this power of distress when the lease has been assigned, *Daniel* v. *Stepney*, L. R. 7 Ex. 327.

x. And in case any such distress shall not produce an amount of money sufficient to cover the amount so in arrear, and the expenses aforesd, may stop all works and operations which may be carried on in or upon the sd demised premises, until the rent, which shall then remain due, and all expenses occasioned by non-payment thereof, shall be satisfied: Provided always that the express powers of entry and distress hereinbefore contained shall be in addition to and not in lieu of any power of distress to which the lessor, his heirs or assigns, may be by law entitled for recovery of the rents hereby reserved. Addition to power of distress.

xi. And it is hereby agreed that every notice hereby required or authorised to be given to the lessor, his heirs or assigns, shall be in writing, and may be either given to him or them personally, or left at his or their respective usual or last known place of abode in the United Kingdom, or may be given to his or their agent, or such other person, and in such manner as the lessor, his heirs or assigns, may from time to time direct; and every notice hereby required or authorised to be given to the lessees, their exors, admors, or assigns, shall be in writing, and may be either given to them or any of them personally, or to the principal manager or captain of the sd mines or works, or may be left at the usual or last known place of abode in the United Kingdom, of the lessees, their exors, admors, or assigns, or any of them, or at the office or counting-house of the sd mines or works. Provision as to notices.

xii. Provided always that the clause lastly hereinbefore contained shall not in any manner abridge any of the rights or powers hereinbefore given to the lessor, his heirs or assigns, or his or their agent, or enable any matter to be submitted to arbitration, which, under the provisions hereinbefore contained, would be subject to the absolute control of the lessor, his heirs or assigns, or his or their agent, or as to which the right to go to arbitration is hereinbefore excluded. Addition to arbitration clause.

PRECEDENTS.

I.

PREC. I.

AGREEMENT *for* LEASE *of a* COAL MINE.

Parties.

AGREEMENT made this —— day of ——, BETWEEN A., of, &c., (hereinafter called the lessor) of the one part, and B., of, &c., and C., of, &c., (hereinafter called the lessees) of the other part.

Agreement for lease.

1. IN CONSIDERATION of the sum of £—— to be paid to the lessor by the lessees the lessor shall grant and the lessees shall take a lease and execute a counterpart thereof,

Parcels.

OF THE unworked coal in the —— seam of coal and all the seams of coal existing below the sd —— seam of coal lying within and under the lands situate, &c., and called, &c., and estimated to contain —— acres or thereabouts particularly described in the schedule hereto and coloured —— in the plan hereunto annexed, TOGETHER WITH all the existing plant and machinery (in the nature of landlord's fixtures) attached to the colliery.

Power to lessees to enter.

2. THE LESSEES, their agents and workmen, shall have power for the purpose of winning, working, manufacturing, and carrying away the minerals hereby agreed to be demised to enter upon that part of the surface of the sd lands which is coloured —— upon the sd plan but not upon any other portion thereof without the written consent of the lessor or his agent.

Lessees' powers.

THE LESSEES shall have the following powers over the lands coloured —— in the sd plan [so far as the lessor has the power to grant the same under a lease dated, &c., and made, &c., under which he holds the sd premises].

3. *Liberty to make works*, p. 612.

4. LIBERTY TO deposit rubbish produced in working and manufacturing the demised minerals, and to make watercourses and ponds and to divert and use the flowing water (so far as the lessor can authorise the same), but the right to make watercourses and ponds is granted subject to the embankments and puddling being made properly to the satisfaction of the lessor or his agent, and kept in repair to prevent the water from overflowing, percolating, or otherwise injuring the adjacent lands. To deposit rubbish and use water.

5. LIBERTY TO take building stone from such part of the sd land as shall be approved in writing by the lessor or his agent, and to erect brick works and to manufacture fireclay into bricks [such stone and bricks to be used exclusively on the sd demised premises]. To take building stone and make bricks.

6. LIBERTY TO erect upon the land coloured —— dwelling houses for workmen or agents according to plans and on sites to be approved in writing by the lessor or his agent. To build houses.

7. A RIGHT of way to carry minerals from adjoining mines over or under any part of the demised premises or over any part of the surface of the lands coloured —— in the sd plan. Way-leave.

8. LIBERTY OF instroke and outstroke into and from the demised mines and premises from and to any adjoining mines for carrying minerals from such adjoining mines through the demised mines and premises as aforesd, or for working the demised mines from such adjoining mines, but so that no instroke or outstroke drift made through the barriers hereinafter covenanted to be left in the boundaries of the demised mines shall exceed —— in width and no drift shall be nearer than —— yards to any other drift. Liberty of instroke and outstroke.

9. THE POWERS aforesd over the surface are to be granted subject to any rights or powers which may have been previously acquired by any existing lessees or other persons under any existing leases or agreements. Powers to be subject to existing rights.

10. THERE SHALL be reserved to the lessor all minerals and substances together with all rights, privileges, and Reservation of

PREC. I.

minerals to lessor.

easements not hereby specifically agreed to be demised with full powers of winning, working, manufacturing, and carrying away such excepted minerals and substances and for that purpose to use the lessees' pits, railways, tramways, and roads, paying reasonable compensation for the use of the same, the amount thereof in case of difference to be settled by arbitration.

Reservation of right of way.

11. ALSO POWER to the lessor and his tenants to pass with or without horses, cattle, carts, and carriages over and along all or any of the roads now existing or to be made by the lessees on the sd demised premises.

Reservation of right to resume lands.

12. ALSO POWER to take and use from time to time for any purpose, without making compensation, any portion or portions of the lands coloured —— in the sd plan which shall not have been appropriated by the lessees as hereby authorised.

Term.

13. THE TERM shall be —— years from the —— day of ——.

Rent.

14. THE CERTAIN rent shall be £——, for which sum the lessees may work such quantities of minerals as at the royalties after mentioned will be equal to the same, and the term "short workings" hereinafter contained means workings short of such quantities, and the term "excess" or "surplus workings" means workings in excess of such quantities.

Royalties.

15. THE ROYALTIES shall be as follows—

Large coal	——	per ton.
Small coal	——	,,
Iron stone	——	,,
Fire clay	——	,,
Building stone	——	per yard.

The ton to consist of —— pounds and all coal to be considered and taken as large coal which will not on being screened pass through a screen of bars which are [one] inch apart or which shall be sold unscreened.

No royalty

16. NO ROYALTY shall be paid for coal actually consumed

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by pumping, winding, and ventilating engines, ventilating furnaces, and pit fires used for working the demised minerals, provided the quantity consumed does not exceed —— per cent. of the total amount raised from the demised premises. for coal consumed.

17. No ROYALTY shall be paid for building stone or fireclay made into bricks which shall respectively be used upon the premises. No royalty for stone or bricks used.

18. A WAY-LEAVE rent of —— per ton shall be paid for minerals conveyed from adjoining properties over or under the demised premises or over the surface of the lands coloured —— on the sd plan. Way-leave rent.

19. THE LESSEES shall pay at the rate of —— per acre by way of rent for any quantity up to —— acres of the surface lands which shall be taken, and at the rate of —— per acre for all such lands taken in excess of —— acres, and shall pay for crops, plantations, and timber upon any land taken at the time of taking possession thereof; AND SHALL also pay all compensation payable to the tenants and at the end or other sooner determination of the lease shall make compensation for all permanent damage to the surface. Surface rent and compensation to tenants.

20. THE LESSEES shall pay at the rate of —— per acre by way of rent for such parts of the surface-land coloured —— in the sd plan as shall be taken for the purpose of erecting dwelling-houses thereon. Rent for land taken for houses.

21. THE SD rents and royalties shall be payable half-yearly on the —— day of —— and the —— day of ——. Time for payment of rents and royalties.

22. THE LESSEES shall be at liberty to make up the short workings of any year out of the excess of any of the next succeeding —— years only, but the surplus workings of any past year shall in no case be taken to make up the short workings of any subsequent year. Liberty to make up short workings.

23. WAY-LEAVE RENT shall not merge in the certain rent. No merger of way-leave rent.

THE LEASE or leases shall contain the following covenants by the lessees in the terms now usually inserted in leases of similar property in the county of ——, that is to say: Lessees' covenants.

24. To PAY rents and royalties. To pay rent.

25. To PAY rates and taxes. To pay rates.

PREC. I.

To give notice before taking land.

26. NOT TO take any of the surface-land coloured —— in the sd plan without giving one month's notice to the lessor or his agent, each notice to be accompanied by a plan upon which the land proposed to be taken shall be shewn.

To fence.

27. TO FENCE off all land on taking possession.

To sink pits.

28. TO COMMENCE sinking from the surface —— pits to the —— seam within —— calendar months from the commencement of the term on the land coloured —— in the sd plan, one pit to be not less than —— feet in diameter in the clear and the other not less than —— feet in diameter in the clear, in such situation as may be approved of by the lessor or his agent, and such sinking to be pursued with proper diligence and dispatch and uninterruptedly and with at least —— able workmen constantly employed except in case of strikes or general lockouts or unavoidable accidents.

To supply plans of explorations.

29. TO SUPPLY to the lessor or his agent from time to time when required, accurate sections of the strata which may be passed through in sinking the pits to be sunk on the demised premises, and to supply particulars of all their explorations.

Not to light fires near boundary, and to pay for damage by fire.

30. NOT TO erect or use any steam engine, coke-oven, brick-kiln, or any work or machine whatever, in which coal or coke shall be burned or any kind of fire used, within fifty yards of the fence of any land from time to time taken possession of, and all land taken to be forthwith cleared and afterwards kept cleared of the underwood, gorse, and long grass, with a view to avoid risk of fire to the adjoining lands, and to pay for injury occasioned by fire or otherwise to any land, and the crops and plantations thereon, which shall not have been taken by the lessees as hereby authorised.

To weigh minerals.

31. TO ERECT weighing machines, and to weigh the minerals got, and to allow the lessor's agent to be present at the weighing.

To keep and deliver accounts of workings.

32. To keep separate accounts of the workings from each of the seams, and to supply copies thereof to the lessor or his agent.

To keep plans.

33. TO KEEP plans to a scale of —— chains to an inch.

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34. NOT TO assign or underlet without the consent of the lessor. Not to assign.

35. TO LEAVE barriers if required by the lessor or his agent of —— yards in width in each of the demised seams adjoining the outside boundary of the demised premises. To leave barriers.

36. TO STOP up effectually every instroke or outstroke drift at the end or other sooner determination of the term if required by proper frame dams or otherwise to the satisfaction of the lessor or his agent. To stop instroke and outstroke drifts.

37. TO KEEP the works in repair. To repair.

38. TO DELIVER up the works and mines in good repair and working order, and properly drained and ventilated to the satisfaction of the lessor or his agent at the end or other sooner determination of the sd term. To deliver up.

39. NOT TO work under or within —— yards of any buildings now built or hereafter to be built [for agricultural purposes] upon the demised premises. Not to work under buildings.

40. TO WORK the mines properly and according to the most approved method of working for the time being in use in the county of ——. To work mines properly.

41. NOT WILFULLY to do anything to injure the mines. Not to injure mines.

42. NOT TO allow any water to accumulate in the workings of any of the demised seams, and in the event of any water so accumulating, to execute when required such works as may be necessary to remove such accumulations, so as to prevent the loss of any coal which ought fairly to be worked. Not to allow water to accumulate.

43. TO SUPPLY the lessor or his agent, from and after the winning of the coal, with one ton of large coal per week free of cost at the pit's mouth, the same not to be chargeable with royalty. To supply lessor with coal.

THE LEASE or leases shall contain the following powers to the lessees in the terms now usually inserted in leases of similar property in the county of ——: Lessee's powers.

44. TO SURRENDER the demised premises if the working is unsuccessful. To surrender if unsuccessful.

PREC. I.

To remove plant on determination.

45. To REMOVE the plant at the end or other sooner determination of the sd term if the lessor shall not elect to purchase the same.

Lessor's powers.

THE LEASE or leases shall contain the following powers to the lessor in the terms now usually inserted in leases of similar property in the county of ——:

To re-enter.

46. To RE-ENTER if any rent or royalty is in arrear for —— days, or on breach of any of the covenants, provided such breach of covenant shall not have been remedied, or if not capable of being remedied, shall not have been fully compensated for in money within —— calendar months after notice in writing shall have been given to the lessees.

To distrain.

47. To SUSPEND the works and to distrain upon the engines, plant, and stock in hand, if any of the rents or royalties are in arrear for —— days.

To purchase plant.

48. To PURCHASE the lessees' plant at a valuation on giving to them six calendar months' notice before the expiration or other sooner determination of the term, or in the event of the same being determined by re-entry then on giving such notice within fourteen days thereafter.

To enter during last year of term.

49. To ENTER upon the premises during the last year of the lessees' occupation for the purpose of doing any act necessary or useful for the future working of the mines.

To examine.

50. To EXAMINE the mines and premises at all times.

To weigh.

51. To WEIGH the minerals and to examine and copy the lessees' plans and accounts.

To shew mines.

52. To SHEW the mines to other parties.

Lessor to covenant for quiet enjoyment.

53. THE LESSOR shall covenant in the usual way for the lessees' quiet enjoyment.

Lease to contain arbitration clause.

54. THE LEASE or leases shall contain the usual arbitration clause, and such other clauses in addition to those hereinbefore mentioned, and not being inconsistent therewith, as are now usually inserted in leases of similar property in the county of ——.

Preparation of lease and costs.

55. THE LEASE or leases and —— counterparts of each lease shall be prepared by the solicitor of the lessor at the

PREC. I.

expense of the lessees, and the lessees shall pay all expenses attending this agreement.

Lessor's powers before grant of lease.

56. Until the lease or leases shall have been granted, the lessor shall have the same powers and remedies by distress and otherwise in case of nonpayment of rent and all other powers and rights as if the lease or leases had been executed.

Lessor's title not to be inquired into.

57. The lessor's title shall not be inquired into.

Arbitration.

58. Any question arising out of this agreement shall be settled by arbitration in the usual manner.

59. *Interpretation Clause*, p. 516. *Add any other clauses from the forms given above which may be appropriate.*

In witness, &c.

Schedule of Parcels.

II.

PREC. II.

LEASE *of* Iron *and* Metallic Mine *in* Devonshire *effected by Grant of* Licenses Only.

Witnesseth.

Parties A. (hereinafter called the lessor), 1; B. and C. (hereinafter called the lessees), 2. WITNESSETH that in consideration of the rents and reservations hereinafter reserved, and of the covenants and agreements by the lessees hereinafter contained, the lessor doth hereby grant and demise unto the lessees, *exclusive license to get*, "iron, iron-ore, umber, and other ores, metals, and minerals," p. 611; *to make works*, p. 612; *to use water*, p. 614: And the iron, iron-ore, umber, and all other ores, metals, and minerals to be found and gotten by virtue of these presents to take, raise, make merchantable, and carry away at their will and pleasure, To have and to hold the sd licenses, powers and authorities hereby granted Unto the lessees from the —— day of ——, for the term of —— years,

Demise.

Parcels.

Habendum.

To lessees.

PREC. II.

Reservation of rent.

Render in kind.

YIELDING AND PAYING therefor to the lessor, *fixed rent*, p. 619, *without the words in brackets; also a yearly royalty* "for every ton of twenty-one cwt. of iron, iron-ore, or umber," p. 619; AND ALSO rendering and delivering on the sd premises one —— part or share of all such tin, tin-ore, copper, copper-ore, lead, lead-ore, and all other metals and minerals, except iron, iron-ore, and umber, raised or got, *continue form for render in kind or money at lessor's option*, p. 621:

Lessees' covenants.

average clause, p. 624: *Covenants by lessees to pay the rents and royalties*, p. 624; *to pay rates*, p. 625; *to weigh minerals*, p. 633; *to allow lessor to inspect weighing-machines*, p. 634; *to allow lessor's agent to be present at the weighing*, p. 634:

Not to make unnecessary shafts, and to secure shafts.

AND WILL not open or make any unnecessary adits, pits, or shafts on the sd lands, and will during the sd term well and firmly bind, support, maintain, and secure with timber, or other good and sufficient materials, all shafts, tunnels, adits, drifts, and workings that may be made or used in the sd lands, and the same so bound, supported, and secured at the end or sooner determination of the sd term hereby granted will quietly yield up unto the lessor: *to fence pits*, p. 630; *not to work near buildings, &c.*, p. 632; *to allow lessor to inspect* "all or any adits, shafts, or works, which shall be driven, sunk, made or used within the sd lands," p. 636; *to preserve surface mould*, p. 636:

Not to cause damage.

AND WILL, in using and exercising the licenses and powers hereby granted, commit no trespass, and do as little damage and injury as reasonably may be to the lessor, or his tenants, and to the surface and freehold of the sd lands. *Power to lessor to purchase engines at end of term*, p. 643:

Not to remove plant before filling up pits, &c.

AND IN case the lessor shall not elect to take such engines, machinery, apparatus, materials, and effects at a valuation as aforesd, then that the lessees will not remove the same, or any part thereof, from the sd lands until all the shafts which shall have been opened or made by the lessees shall have been filled in, or properly covered or secured, and all rent, dues, and compensation then due from them shall have been paid according to the covenants

hereinbefore contained, after which the lessees shall be at liberty during —— calendar months thereafter to remove the same: *power of re-entry*, p. 640; *power of distress*, p. 644; *covenant by lessor for quiet enjoyment*, p. 639; *arbitration clause*, p. 516; *interpretation clause*, p. 516. *Add any other clauses from the above forms which may be appropriate.* PREC. II.

IN WITNESS, &c.

III.

LEASE *of* SLATE QUARRIES *in* WALES. PREC. III.

Parties, A., *lessor*, 1; B. and C., *lessees*, 2: WITNESSETH *consideration*, *demise of* "ALL THOSE pieces or parcels of land situate, &c., and also" *the slate quarries*, p. 612, TOGETHER WITH full power, license, and authority, to open, dig, sink, search for, work, raise, and get all slate, or slate-rocks of every kind in, from, or out of the lands and hereditaments aforesd, and for that purpose to remove and take away any surface soil, and to dig, sink, and drive any new pits, shafts, soughs, levels, trenches, dams, embankments, drains, and water-courses in or about the sd quarries or works: AND TO have, use, alter, and divert the pits, shafts, soughs, levels, trenches, dams, embankments, drains, and water-courses now existing, or hereafter to be opened, or made, in, under, or upon the sd lands and hereditaments, or any part thereof: AND TO make new, and to use, stop up, alter and divert the present and any new tramways, and other roads, inclined planes, levels, drifts, and works in or upon the sd lands and hereditaments, or any part thereof: AND TO make, build, and erect upon any part of the sd lands and hereditaments any engines, machines, wheels, pumps, mills, and buildings whatsoever: AND TO alter and pull down any house or building now standing, or hereafter to be erected on the sd lands [without

Demise.
Parcels.
Liberty to quarry.
To dig pits, &c.
To divert shafts, &c.
Alter roads, &c.
Put up machinery.
Pull down houses.

PREC. III.

any liability or obligation to rebuild the same], for the better or more effectually getting, dressing, making merchantable, and carrying away such slate as aforesd, or for working or carrying on any works or quarries hereby

Make drains.

authorised to be made or worked: AND WITH full right to cut and make drains, gutters, pits, and trenches for keeping and conveying water for such engines, machines, wheels, pumps, mills, and other necessary uses in and about the

Get stone and clay.

sd works or quarries: AND ALSO to dig, and get in, upon, or out of the sd lands and hereditaments, such stone, clay, and other materials, as may be necessary or requisite for making, repairing, and maintaining any works, buildings, tramways, water-ways, or other things now existing, or hereafter erected, or made in connection with the sd quarries:

Right of way.

[WITH free right of passage for the lessees, their servants, agents, and workmen, with horses, carts, carriages or otherwise in, upon, and over all roads, ways, levels, and drifts for the time being upon or under any other lands of the lessor not hereinbefore demised, for carrying away the sd slates, and for carrying and bringing any materials and things whatsoever to or from the sd quarries.] *Reservation to lessor of liberty to enter and inspect works*, p. 618: To

Habendum.

HAVE AND TO HOLD, use, exercise, and enjoy the sd lands, hereditaments, slate rocks, quarries, works, powers, and premises hereinbefore demised and granted, with the appurtenances thereof, subject to the respective estates and interests of the several tenants of the same lands and hereditaments, UNTO the lessees from the —— day of —— for

To lessees.

Reservation of rent.

the term of twenty-one years. *Reservation of certain rent*, p. 619; *and royalty* "of —— for every ton (consisting of

Royalty for large slates.

—— lbs.) of slate (except rough flags), of a size exceeding 100 superficial inches, which shall be got and made during

Royalty for small slates.

the sd term," p. 619. AND ALSO YIELDING AND PAYING therefor during the sd term, a royalty of —— for every ton (to be calculated as aforesd) of rough flags and lintels and slate of a size not exceeding 100 superficial inches, which

Certain

shall be got and made during the sd term: PROVIDED

ALWAYS, and it is hereby agreed and declared that the quarterly payment of £——, made on any quarter day in respect of the sd certain yearly rent of £——, shall be taken in part payment, so far as the same shall extend, of the sd royalties of —— and —— per ton, accrued due in the quarter which shall immediately precede such quarterly day. *Average clause*, p. 624. *Joint covenants by lessees to pay rent and royalties*, p. 624; *to pay rates*, p. 625: AND WILL keep true and proper books of account of all slates, slate-rocks, slate-flags, and blocks, which shall be gotten and made in the sd works, and will fairly and openly weigh all such slates, slate-rocks, slate-flags, and blocks, as shall be sent for shipment or transit by railway or otherwise sent off the sd lands and hereditaments, and keep the sd books of account at the office or counting-house of the sd works: AND WILL permit the lessor and his agents at all reasonable times during the first fourteen days of every quarter of a year of the sd term to inspect such books of account, and particulars of weights as aforesd, and to take copies of or extracts from the same: AND ALSO that the lessees will personally, or by their agents or managers whenever required, verify the accuracy of the sd books of account and particulars: AND ALSO will at all times during the sd term use and work in every respect the sd lands, rocks, quarries, and beds of slate, and make, manufacture, and work all the slate of every description raised or got out of the sd quarries of proper sorts, sizes, thicknesses, and dimensions in every respect according to the best and most improved method for the time being in use in the district of carrying on and working slate quarries, and making and manufacturing slates: AND WILL effectually prosecute and continue such works, and keep the sd quarries free and clear from all rubbish: AND WILL remove the rubbish, waste, and surface-soil from time to time, and deposit the same in some convenient and reasonable part of the sd demised premises, which the lessor, or his agent, shall approve for that purpose, so as such deposit shall not injure the sd

PREC. III.

rent to be in part payment of royalties.

Lessees' covenants.

To keep accounts, &c.,

and permit lessor to inspect them,

and verify them.

To work quarries properly.

To prosecute works.

To remove rubbish.

PREC III.

quarries, or impede the future working thereof; *to keep works in repair, and deliver up at end of term*, p. 629; *to allow lessor to enter and inspect*, "the sd rocks, quarries, and beds of slate and works," p. 636; *to make compensation for surface damage*, p. 625; *power of re-entry*, p. 640; *proviso qualifying power of re-entry*, p. 641; *power of distress over*, "all slates, slate-rocks, blocks, flags, machinery, engines, implements, plant, horses, carts, live and dead stock, and all other effects whatsoever then and there found, whether such engines, machinery, or other effects may be affixed to the sd lands or not, p. 644. *Covenant by lessor for quiet enjoyment*, p. 639. *Arbitration clause*, p. 516. *Interpretation clause*, p. 516. *Add any other clauses from the above forms which may be appropriate.*

IN WITNESS, &c.

IV.

PREC. IV.

AGREEMENT *for letting from* YEAR *to* YEAR *a* QUARRY *of* BUILDING *and* ROAD STONE. *A short form.*

Parties.

AGREEMENT made, &c., BETWEEN A., (hereinafter called the lessor), 1; B., (hereinafter called the lessee), 2.

License to quarry.

1. IT SHALL be lawful for the lessee to enter upon the —— farm, situate, &c., and to quarry stone from the quarry now open thereon or from any fresh pits which he may open adjacent thereto, FOR one year from —— and so on from year to year till this license is determined, AT the royalties following, namely —— per yard for all road stone and —— per yard for all building stone removed from the sd land.

From year to year.

Royalty.

Royalties to be calculated and paid quarterly.

2. THE AMOUNTS of the royalties due shall be calculated up to each of the usual quarter days, and shall be paid within one calendar month after the same.

3. THE LESSOR shall have a lien and right of distress for the royalties upon all the stone which shall for the time being remain on the sd land and upon the lessee's plant. Power of distress.

4. NO NEW pit shall be opened without the lessor's written consent. No new pit to be opened.

5. THE LESSEE shall work the existing pit and any additional pit or pits which shall have been opened by him continuously and vigorously except in case of a general strike or lock-out of workmen or other unavoidable interruption, and shall at his own expense keep the roads on the sd farm in good order and condition, but so that he shall not pay any royalty on the stone used for that purpose, and shall keep the quarry and any new pits which he may open properly fenced so as to prevent accidents, and fill in any pit as soon as it is exhausted, and replace the mould so as to render it as fit as circumstances will admit for agricultural purposes. Lessee to work continuously.

6. EITHER THE lessor or the lessee may at any time give notice to the other of them to determine this agreement, and thereupon the license to quarry stone shall cease except that the lessee shall have the right to exhaust any pit then actually open, and the terms of this agreement shall in such case continue in force until the whole of the stone then raised or to be raised from any open pit shall have been sold and the royalties paid and until the lessee shall have in all respects complied with article 5 of this agreement. Power to determine agreement by notice.

7. IF THE lessees shall neglect to pay the rent or royalties for twenty-one days, whether legally demanded or not, or if they shall assign or underlet the premises [or become bankrupt, or enter into liquidation for the benefit of or compound with their creditors,] the lessor may put an end to this agreement. Power of re-entry.

IN WITNESS, &c.

PREC. V.

V.

LEASE *of a* COAL MINE.

Parties, A., *lessor*, 1; B. and C., *lessees*, 2. WITNESSETH that in consideration of the rents hereinafter reserved and the covenants on the lessees' part and conditions hereinafter contained, the lessor doth hereby grant and demise unto the lessees, their exors, admors, and assigns ALL THOSE mines, beds, veins, and seams of coal and fireclay, liberties and privileges mentioned and described in the first part of the schedule hereunder written, EXCEPT AND RESERVED unto the lessor, his heirs and assigns, as in the second part of the sd schedule is mentioned, TO HOLD the premises hereby demised UNTO the lessees, their exors, admors, and assigns, from the —— day of —— for the term of —— years YIELDING AND PAYING therefor the several rents and royalties mentioned and specified in the third part of the sd schedule, SUBJECT to the provisions relating to the sd rents and royalties expressed in the fourth part of the sd schedule. *Joint covenants by the lessees with the lessor*, as in the fifth part of the sd schedule is expressed. *Covenant by the lessor with the lessees*, as in the sixth part of the sd schedule is expressed: AND IT IS HEREBY AGREED and declared in manner expressed in the seventh part of the sd schedule: AND IT IS HEREBY ALSO AGREED and declared that the sd schedule hereunder written shall be deemed to be part of these presents and be read and construed accordingly; and in the construction of the sd schedule the expression the lessor shall be taken to include the sd A., his heirs and assigns, where the context so requires or admits, and the expression the lessees shall be taken to include the sd B. and C., and their exors, admors, and assigns, where the context so requires or admits.

IN WITNESS, &c.

Witnesseth.

Demise.

Parcels.

Reservations.

Habendum.

Rents.

Provisions as to rents.

Lessees' covenants.

Lessor's covenants.

rovisoes.

Proviso that schedule shall be read as part of lease, and interpretation.

The Schedule referred to in the above written indre (*a*). PREC.V.

Schedule.

The first part.

Parcels. *Parcels*, p. 611; *liberty to work mines*, p. 612; *to make works, omitting words of reference to iron*, p. 612; *with proviso as to surface operations slightly altered*, p. 615; [*if necessary, liberty of instroke and outstroke*, pp. 614, 615; *to quarry stones*, p. 613; *to use water*, p. 614;] *lessees not to obstruct lessor's mining operations*, p. 615.

The second part.

Reservations. So MUCH and such parts of the sd mines, beds, veins, and seams hereby demised as is or are required for the support of any house or building now on the demised lands, *or*, "on the lands hereinbefore described and distinguished by a —— colour on the sd map;" *and also excepted minerals with liberties for working the same*, p. 616; *to use tramways*, p. 617; *the lessor to join in repairing tramways*, p. 618; *liberty to lessor to enter and inspect mines*, p. 618; *proviso that the lessor shall not hinder the lessees*, p. 618.

The third part.

Rents. *Fixed rent, with the words in brackets*, p. 619; *surface rent*, p. 619; *galeage rents per ton of coal and fireclay*, p. 619; [*way-leave rent*, p. 620; *spoil bank rent*, p. 621.]

The fourth part.

Provisions as to rents. ALL THE aforesd rents shall be paid free from any deduction except landlord's property tax. *Proviso that a certain quantity of coal may be got without paying royalty*, p. 622; *proviso as to accidents*, p. 623; *strike clause*, p. 623; *average clause*, p. 624.

The fifth part.

Lessees' covenants. *To pay rent*, p. 624; *to pay rates*, p. 625; *to pay compensation for surface damage*, p. 625; *to work mines effectually*,

(*a*) It will be convenient to paragraph the clauses in the Schedule.

PREC. V.

p. 626; *not to discontinue working*, p. 627; *to sink pits*, p. 650; *or to execute other special works, see* p. 627; *to protect mines from encroachment*, p. 628; *to fence pits*, p. 630; *to fill in or fence useless shafts*, p. 631; *not to interfere with roads or streams*, p. 630; *not to work near buildings*, p. 632; *to weigh coals, &c.*, p. 633; *with, if thought necessary, the subsidiary clauses, Nos.* XXXI., XXXII., XXXIII., XXXIV.; *to keep plans of mines*, p. 635; *to deliver accounts half-yearly*, p. 635; *inspection of accounts by lessor*, p. 636; *to mark boundaries of mine*, p. 636; *to allow lessor to inspect workings*, p. 636; *not to obstruct lessor in working excepted minerals*, p. 638; [*not to allow unauthorised persons to use wayleaves*, p. 638; *not to assign*, p. 507, *with the proviso*;] *to keep mines in repair and deliver up at end of term*, p. 629.

The sixth part.

Lessor's covenants.

For quiet enjoyment, p. 639.

The seventh part.

Provisoes.

Power of re-entry, p. 640; *proviso qualifying power of re-entry*, p. 641; *power of distress*, p. 644; [*power to lessees to determine lease, if coal lies too deep*, p. 641, *or if coal is of bad quality or exhausted*, p. 642.] *Power to lessor to purchase engines at expiration of term*, p. 643; *arbitration clause*, p. 516, *with the addition*, p. 645; *provision as to notices*, p. 645: *add any other clauses from the above forms which may be appropriate.*

VI.

PREC. VI.

LEASE *of* SERPENTINE ROCK *in* CORNWALL.

Witnesseth.

Parties, A. (hereinafter called the lessor), 1; B. and C. (hereinafter called the lessees), 2: WITNESSETH that in consideration of the rents and royalties hereinafter re-

PREC. VI.

served, and the covenants on the part of the lessees hereinafter contained, the lessor doth hereby grant and demise unto the lessees, *liberty to get*, "all the stones, steatite, soapstone, porphyry, granite, marble, olivine, asbestos, and diallage rock," p. 612, *liberty to make and construct*, "adits, shafts, pits, and a jetty, pier, quay or breakwater, sheds, houses, engines, and other buildings, tramways and roads," p. 612: EXCEPTING AND RESERVING unto the lessor all timber, trees, wood, and underwood, and all copper, copper ore, lead, lead ore, tin, tin ore, and all other metals and minerals and stones whatsoever, other than the sd stones and rock hereinbefore demised: AND EXCEPTING AND RESERVING all quarries of slate, and pits and veins of clay and marl whatsoever, with liberty for the lessor, &c., p. 616, No. II.; *to use tramways, &c.*, p. 617; *lessor to join in repairing tramways*, p. 618; *liberty for lessor to enter and inspect mines*, p. 618: *Proviso that lessor shall not hinder lessees*, p. 618; *Habendum*, p. 496; *Reservation of fixed rent*, p. 619; *royalty*, p. 619. *Covenants by lessees to pay rents*, p. 624; *to pay rates*, p. 625; *not to discontinue working*, p. 627; *to pay compensation for surface damage*, p. 625; *to keep works in repair*, p. 629; *to fence pits*, p. 630; *not to interfere with roads or streams*, p. 630: AND ALSO will lay aside for the use of the lessor, all meat earth, and soil, which shall be dug by the lessees, and will not within twelve months afterwards, lay any stones or rubbish thereon; *to keep accounts*, p. 635; *deliver accounts half-yearly*, p. 635; *to allow lessor to inspect accounts*, p. 636; *and to inspect workings*, p. 636; *not to obstruct lessor in working excepted minerals*, p. 638: AND FURTHER that if the lessees shall erect a jetty, pier, quay, or breakwater, by virtue of the liberty or license hereinbefore contained, they shall allow the lessor and his tenants to use the same for all purposes which shall not interfere with the works of or with the user of the same by the lessees, upon such terms as to the payment for or mode of enjoyment of the same as shall be agreed upon by the lessor and lessees, or in default of agreement shall be

Demise.

Liberties.

Reservation of timber and minerals,

and quarries.

To preserve meat earth.

To allow lessor to use jetty.

PREC. VI.

determined by arbitration; *to deliver up at end of term*, p. 638; *power of re-entry*, p. 640; *proviso qualifying power of re-entry*, p. 641; *power of distress*, p. 644. *Covenant by lessor for quiet enjoyment*, p. 639; *arbitration clause*, p. 516; *interpretation clause*, p. 516: *add any other clauses from the above forms which may be appropriate.*

IN WITNESS, &c.

VII.

PREC. VII.

AGREEMENT *for* YEARLY TENANCY *of a* BRICKFIELD. *A short form.*

Parties, A., hereinafter called the lessor, 1; B. and C., hereinafter called the lessees, 2.

Demise. Parcels. Right to get clay and make bricks.

1. THE LESSOR hereby demises to the lessees as yearly tenants from the —— day of ——, ALL THAT field, situate, &c., WITH liberty to the lessees to get clay and sand therefrom, and to manufacture the same into bricks on any part of the premises, and to erect such kilns, [clamps,] sheds, or huts, as may be necessary for such purpose.

Reservation of rent.

2. THE RENT shall be a certain rent of £——, payable half-yearly, on the —— day of ——, and —— day of ——, and a royalty of —— per 1000 bricks to be paid on the days aforesd on all bricks made on the premises during the half-year preceding each such payment.

3. *Lessees not to discontinue working, see* p. 627.

Lessees to repair road.

4. THE LESSEES shall at their own expense keep the road from the sd field to the turnpike road from —— to —— in repair and good condition.

Lessees to preserve surface mould.

5. THE LESSEES shall lay aside and preserve the two topmost spits of soil from any part of the premises where they may dig clay or sand, and shall as soon as the clay or sand shall have been taken replace the sd two spits of soil and restore the surface so as to be fit for agricultural purposes.

PREC. VII.

Power to determine.

6. EITHER PARTY may determine this agreement by giving one calendar month's notice in writing to the other, expiring on the —— day of —— in any year.

Provision as to plant.

7. IF THIS agreement shall be determined by the lessor by notice expiring before the —— day of ——, he shall pay for all kilns [clamps], sheds, and huts erected by the lessees on the sd field at a valuation made by two persons, one to be appointed by each party, or an umpire in the usual manner, but in the event of the determination of this agreement in any other manner, the sd kilns, [clamps,] sheds, and huts shall belong to the lessor without his making any payment for the same.

8. *Power of re-entry*, p. 659. *Say*, "may re-enter upon the premises, and put an end," &c.

AS WITNESS, &c.

LEASES (MISCELLANEOUS FORMS).

Lease by joint tenants. (a)

I. Parties, A. and B., *lessors*, 1; C., *lessee*, 2; WITNESSETH *consideration, &c.*, the lessors do hereby demise, &c., *Parcels, General words, Habendum, Reddendum*, to the lessors, their heirs and assigns, *Covenants by lessee* with the lessors, their heirs and assigns, *using that expression throughout: Power for*, the lessors, their heirs or assigns, *to re-enter:* AND THE lessors do hereby for themselves, their heirs, exors, admors, and assigns, covenant, &c., *to insure, &c., and for quiet enjoyment*, without interruption by the lessors, their heirs or assigns, or any person claiming under them, or either of them, *Power to lessee to determine lease on giving notice*, to the lessors, their heirs or assigns, or leaving such notice at their respective usual or last-known place or places of abode.

Lease by tenants in common. Variations adapted to the case where some of the shares are in settlement.

II. Parties, A., B., and C. (hereinafter called the lessors, which expression, unless excluded by or repugnant to the context, shall include their respective heirs and assigns, and all other persons, from time to time, entitled by devolution from them respectively [or under an indre of settlement, dated, &c., *or*, the will of X. deceased], to the hereditaments hereby demised in reversion expectant on this demise), 1; D., *lessee*, 2: WITNESSETH, *consideration, &c.*, the lessors, according to their respective estates, rights [powers]

(a) This and the 10 following forms are intended merely to indicate the variations in each case from the common form of lease by an owner in fee to one lessee. The variations for an under-lease are given in the forms at p. 498, *et seq.*, and the precedent of an under-lease, p. 532.

and interests, do hereby respectively demise [appoint], and lease, &c., *Parcels, General words, Habendum, Reddendum*, [to the lessors, according to their respective estates, rights, and interests, *or omitting these words :*] *Covenants by the lessee with*, the lessors, and also separately with each of them, *Power for*, the lessors, or any of them, *to re-enter :* AND the lessors do hereby for themselves respectively, and their respective heirs, exors, admors, and assigns to the extent of their respective estates, rights [powers], and interests, but not to any greater extent, covenant, &c., *to insure, &c., and for quiet enjoyment*, without interruption by the lessors respectively or by any person or persons claiming through, or under them respectively, [or the sd indre of settlement, *or*, will], *Power to lessee to determine lease on giving notice*, to the lessors respectively, or leaving such notice at their respective usual or last-known places of abode.

Lease to joint tenants. (*b*)

III. Parties, A., *lessor*, 1; B. and C., *lessees*, 2: WITNESSETH that in consideration of the rent and covenants hereinafter reserved and contained, and on the part of the lessees, their exors, admors, and assigns, to be paid and performed, the lessor doth hereby demise unto the lessees, their exors, admors, and assigns, *Parcels, General words, Habendum*, to the lessees, their exors, admors, and assigns, *Reddendum :* AND THE lessees do hereby for themselves, their heirs, exors, admors, and assigns, covenant, &c., that they, the lessees, their exors, admors, and assigns, &c., *using that expression throughout : Proviso for re-entry on non-payment of rent or breach of covenant by*, the lessees, their exors, admors, or assigns [or if the lessees, their exors, admors, or assigns, or any of them, shall become bankrupt, &c.], *Covenant by lessor with*, the lessees, their exors, admors, and assigns, *to insure, and for quiet enjoyment*, by the lessees, their exors, admors, and assigns.

Lease to

IV. Parties, A., *lessor*, 1; B. and C., *lessees*, 2: WITNESSETH that in consideration of the rent and covenants

(*b*) See Prec. XII., p. 537. The covenants in leases to joint tenants are often in practice made joint and several.

tenants in common.(c)

hereinafter reserved and contained, and on the part of the lessees, their exors, admors, and assigns, to be paid and performed, the lessor doth hereby demise unto the lessees, their exors, admors, and assigns, *Parcels*, *General words*, *Habendum*, to the lessees, their exors, admors, and assigns, as tenants in common: *Reddendum:* AND THE lessees do hereby for themselves, their heirs, exors, admors, and assigns, and as a separate covenant each of them doth hereby for himself, his heirs, exors, admors, and assigns, covenant, &c., that they, the lessees, their respective exors, admors, and assigns, &c., *using that expression throughout*. *Proviso for re-entry on non-payment of rent or breach of covenant*, by the lessees, their respective exors, admors, or assigns [or if the lessees, their respective exors, admors, or assigns, or any of them, shall become bankrupt, &c.] *Covenant by lessor*, with the lessees, their exors, admors, and assigns, and also separately with each of them, his exors, admors, and assigns, *to insure, &c., and for quiet enjoyment*, by the lessees, their respective exors, admors, and assigns.

Lease by limited company.

v. Parties, the —— Company, Limited, hereinafter called the Company, 1; B., *lessee*, 2. *This will be in the form for a lease by joint tenants, Form* I., p. 666, *using throughout the expression*, the Company and their assigns, *except that notices by the lessee may be given*, to the Company or their assigns, or left at the registered office of the Company.

Lease to limited company.

VI. Parties, A., *lessor*, 1; The —— Company, Limited, hereinafter called the Company, 2. *This will be in the form for a lease to joint tenants, Form* III., p. 667, *using throughout the expression*, the Company and their assigns, *except that the proviso for re-entry will, if so intended, include the case*, if the Company or their assigns shall enter into liquidation, whether compulsory or voluntary, or if their assigns, not being a Company, shall become bankrupt or enter into liquidation for the benefit of, or compound with, their or his creditors.

(c) See Prec. XIII., p. 538.

Lease under power by trustees having legal estate. Variation where tenant for life joins to consent and covenant. (*d*)

VII. Parties, A., B., and C., *trustees*, hereinafter called the lessors, 1; [D., *tenant for life*, 2]; E., *lessee*, 3: WITNESSETH, *consideration*, the sd A., B., and C., *reference if thought fit to power*, do hereby [with the consent hereby testified of the sd D.] demise and lease, &c., *Parcels, General words, Habendum: Reddendum*, to the lessors, their heirs and assigns: *Covenants by lessee with*, the lessors, their heirs and assigns, *using that expression throughout: Power for*, the lessors, their heirs or assigns, *to re-enter:* AND the lessors do hereby for themselves, their heirs, exors, admors, and assigns [to the intent to bind the reversion of the sd demised premises, but not so as to render themselves respectively personally liable in damages for any breach of the covenants hereinafter contained, except in respect of the acts of themselves respectively, and their own respective heirs, exors, and admors] covenant, &c., *to insure, &c., and for quiet enjoyment* [*or insert usual lessor's covenants by D.*], *Power to lessee to determine lease as in lease by joint tenants.*

Lease under power by trustees having no estate. (*d*)

VIII. Parties, A., B., and C., *trustees*, (hereinafter called the lessors, which expression, unless excluded by or repugnant to the context, shall include the persons or person from time to time entitled to the reversion of the hereditaments hereby demised expectant on the determination of the term hereby created, under an indre dated, &c., *or*, "the will of X., deceased," 1; D., *lessee*, 2: WITNESSETH, *consideration*, the sd A., B., and C., *reference if thought fit to power*, do hereby appoint and lease, &c., *Parcels, General words, Habendum: Reddendum, omitting the words*, to the lessors, &c.: *Covenants by lessee with*, the lessors, *using that expression throughout*, *Power for*, the lessors, *to re-enter:* And the lessors do hereby for themselves, their heirs, exors, and admors, [to the intent, &c., *as in last form*], covenant, &c., *to insure, &c., and for quiet enjoyment*, without interruption by the lessors, or any person claiming under them or any of them: *Power to*

(*d*) See p. 554.

lessees to determine lease on giving notice, to the lessors or any of them, or leaving the same at the usual or last-known place of abode of them or any of them.

Lease by tenant for life under power. (*e*)

IX. Parties, A., *tenant for life,* (hereinafter called the lessor, which expression, unless excluded by or repugnant to the context, shall include the person or persons from time to time entitled to the reversion of the hereditaments hereby demised, expectant on the determination of the term hereby created under an indre dated, &c., *or,* " the will of X., deceased,") 1 ; B., *lessee,* 2 : WITNESSETH, *consideration,* the sd A., *reference if thought fit to power,* doth hereby appoint and lease, &c., *Parcels, General words, Habendum: Reddendum, omitting the words,* to the lessor, &c.: *Covenants by lessee with,* the lessor, *using that expression throughout: Power for,* the lessor, *to re-enter:* AND the lessor doth hereby for himself, his heirs, exors, admors, and assigns, covenant, &c., *to insure, &c., and for quiet enjoyment,* without interruption by the lessor or any person claiming under or in trust for him or under the sd indre of settlement, *or* " will:" *Power to lessee to determine lease on giving notice,* to the lessor or leaving the same at his usual or last-known place of abode.

Lease by a husband of his wife's freeholds of inheritance under 19 & 20 Vic. c. 120, s. 32. (*f*)

X. Parties, A., *husband,* 1 ; B., *lessee,* 2 : WITNESSETH, *consideration, demise by* A., *Parcels, General words, Habendum to lessee for any term not exceeding twenty-one years in possession: Reddendum during the term to,* A. and his assigns, in case he shall so long live, and after his decease, to C. his wife, her heirs and assigns (hereinafter collectively referred to as the reversioner or reversioners), &c. *Covenant by lessee with,* the reversioner or reversioners, *using that expression throughout. Power to,* the reversioner or reversioners, *to re-enter if rent is in arrear for twenty-eight days, or on breach of covenant: Covenant by A. to insure, &c., and for quiet enjoyment,* without interruption by the sd A., or C. his wife, or either of them, or the heirs of the sd C., or any person claiming through them or either of them. *Power to lessee*

(*e*) See Precedent XVII., p. 554.
(*f*) See p. 517, note (*a*).

to determine lease on giving notice, to the reversioner or reversioners, or leaving such notice at his, her, or their usual or last-known place or places of abode.

Lease by mortgagor and mortgagees.(*g*)

XI. Parties, A. and B., hereinafter called the mortgagees, 1; C., *mortgagor*, hereinafter called the lessor, 2; D., hereinafter called the lessee, 3: WITNESSETH, *consideration*, the mortgagees at the request of the lessor do hereby demise, and the lessor doth hereby demise and confirm unto the lessee, his exors, admors, and assigns, *Parcels*, *General words*, *Habendum: Reddendum to*, the mortgagees, their heirs and assigns: PROVIDED ALWAYS, and it is hereby agreed that until the mortgagees, their heirs or assigns, shall require payment of the sd rent to them, and give to the lessee, his exors, admors, or assigns, or leave upon the sd demised premises a notice in writing requiring such payment, the sd rent shall be paid to the lessor, his heirs and assigns, and his and their receipts shall be a sufficient discharge for the same: *Power*, if at any time prior to such notice having been given or left as aforesd, any part of the sd rent shall be in arrear for twenty-one days, &c., *to*, the lessor, his heirs and assigns, *to distrain*, p. 515: *Covenants by lessee*, with the mortgagees, their heirs and assigns, and also separately with the lessor, his heirs and assigns, *the power to enter and view being given*, to the mortgagees, their heirs and assigns, and also to the lessor, his heirs and assigns, and their respective agents, &c., *covenant to insure*, in the joint names of the mortgagees, their heirs and assigns, and the lessee, his exors, admors, and assigns, in an office to be approved by the lessor, his heirs or assigns, until such notice as to the payment of rent as aforesd shall have been given, and afterwards by the mortgagees, their heirs or assigns, *to produce policy and receipts for premiums*, to the mortgagees, their heirs and assigns, and the lessor, his heirs and assigns, *to yield up at end of term*, to the mortgagees, their heirs or assigns: *Power for*, the mortgagees, their heirs or

(*g*) See also Precedents XXI., p. 563, and XXII., p. 569.

assigns, *to re-enter on non-payment of rent, &c.*, [*Covenant by lessor to insure*:] AND EACH of them the mortgagees and lessor, so far as relates to his own acts and deeds, and the acts and deeds of all persons claiming through or under him doth hereby for himself, &c., *for quiet enjoyment*, without interruption by the mortgagees and lessor, or any of them, their or any of their heirs, exors, admors, or assigns, or any person claiming through them or any of them: PROVIDED ALWAYS that until the mortgagees, their heirs or assigns, shall have given such notice as aforesd, any license or consent hereinbefore required to be given by the mortgagees, their heirs or assigns, to any act or omission by the lessee, his exors, admors, or assigns, may be validly and effectually given by the lessor, his heirs or assigns. *Power to lessee to determine lease on giving notice*, to the lessor, his heirs or assigns, or leaving the same at his or their usual or last-known place of abode, unless the mortgagees, their heirs or assigns, shall have given such notice as aforesd, and in that case, on giving such notice to the mortgagees, their heirs or assigns, or leaving the same at the usual or last-known place of abode of them, or any of them.

XII. DEED *extending* TERM *of lease by endorsement.*

Recitals. Parties, A., 1; B., 2: WHAS the residue of the within

Residue of term in lessee. mentioned term of —— years is now vested in the sd B., subject to the payment of the rent and performance of the lessee's covenants reserved by and contained in the with-

Reversion in lessor. in written lease: AND WHAS the reversion in fee expectant on the determination of the sd term is now vested in the

Agreement. sd A.: AND WHAS the sd A. has agreed with the sd B. to demise to him the within mentioned —— and hereditaments for the further term of —— years, to commence on the —— day of ——, *i.e. the expiration of existing term*, at the rent and subject to the covenants and provisions hereinafter reserved

Witnesseth. and expressed: NOW THIS INDRE WITNESSETH that in consideration of the rent hereinafter reserved, and the

covenants by the sd B. hereinafter contained, the sd A. doth hereby demise unto the sd B., his exors, admors, and assigns, ALL the —— hereditaments and premises comprised in and demised by the within written indre, subject to the like exceptions and reservations as are therein contained; *Habendum*, p. 496, from the sd —— day of ——, subject to and under the like rent and payable at the like times and in like manner as the rent reserved by the within written indre, and subject to the like covenants and agreements on the part of the lessee, and the like provision for re-entry in case of non-payment of rent or breach of covenant, or the happening of any of the other events in the within written indre in that behalf mentioned, and with the benefit of the like covenants and agreements on the part of the lessor, and subject to and with the like provisions and conditions in all respects as are in the within written indre contained, in like manner as if all such covenants, agreements, conditions, and provisions had been herein repeated, with such modifications only as the differences in the names of the parties and in the term of the lease and other circumstances may require: AND THE sd A. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd B., his exors, admors, and assigns, and the sd B. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd A., his heirs and assigns, that he, the sd respective covenanting party, his heirs, exors, admors, and assigns respectively, will, during the sd term of —— years, perform and observe all such covenants, agreements, and provisions as aforesd, which on his and their respective part are or ought to be performed and observed: PROVIDED ALWAYS, and it is hereby agreed that if the term of —— years granted by the within written indre, shall be determined by virtue of the condition or provision for re-entry therein contained, then these presents shall become absolutely void.

Demise.

Parcels.

Habendum.

Mutual covenant to perform covenants of lease.

Proviso for determination by re-entry.

IN WITNESS, &c.

XIII.

DEED *confirming a* FORFEITED LEASE *with a* MODIFICATION *in the covenants and condition of re-entry.*

Recitals. Parties, A., hereinafter called the lessor, 1; B., hereinafter called the lessee, 2: *Recite lease from A. to B. containing a covenant by the lessee to insure and rebuild. That premises were uninsured and destruction of building by fire,* Breach of covenant. *and that it had not been rebuilt:* AND WHAS the lessor is advised that a breach of the sd covenants for the insurance and rebuilding of the sd messuage has occurred, in respect whereof he is entitled to recover damages under such respective covenants, and to exercise the power of re-entry contained Agreement. in the sd lease: AND WHAS an arrangement has been come to between the lessor and lessee that, in consideration of the sum of £—— to be paid by the lessee to the lessor, the lessee shall be discharged from all liability to rebuild the sd messuage, and that the sd lease shall be confirmed with such modifications as are hereinafter expressed: NOW Witnesseth. THIS INDRE WITNESSETH that in pursuance of such arrangement, and in consideration of the premises and of the sum of £—— upon the execution hereof, paid by the Confirmation. lessee to the lessor, *receipt*, the lessor doth hereby confirm Parcels. unto the lessee, his exors, admors, and assigns, ALL AND SINGULAR the premises comprised in and expressed to be General words. demised by the sd indre of lease: TOGETHER WITH all rights, easements, and appurtenances belonging thereto or enjoyed Habendum to lessee. therewith: TO HOLD the sd premises UNTO the lessee, his exors, admors, and assigns, for the residue o the sd term of —— years, or other the term and interest now vested in him, discharged from all liability to rebuild the sd messuage, but subject to the sd yearly rent of £——, and to the covenants and agreements on the part of the lessee and conditions contained in the sd lease, save and except the covenants for the insurance, repair, and maintenance of the sd

premises, and the condition of re-entry on breach of such respective covenants, so far as relates to the insurance and rebuilding of the sd messuage. *Covenant by lessor for quiet enjoyment by lessee on payment of rent and performance of covenants of lease,* "as hereby modified." AND THE lessor doth hereby for himself, his heirs, exors, admors, and assigns, release the lessee, his exors, admors, and assigns from the sd covenants for the insurance and rebuilding of the sd messuage, and from all rights of action, claims, and demands, which the lessor now has in respect of any past or existing breach of such covenants, but so that the covenants and proviso, or condition of re-entry for breach of covenant, contained in the sd lease, shall in all other respects remain in full force, and unaffected by these presents. Release by lessor.

IN WITNESS, &c.

XIV.

CONFIRMATION *by* TENANT IN TAIL *on his coming of age of a* VOIDABLE MINING LEASE *granted by the Tenant for life.*

Parties: A., *tenant for life,* 1; B., *tenant in tail,* 2; C., *lessee,* 3. *Recite will devising, inter alia,* the lands and hereditaments described in the indre of lease hereinafter recited, and the mines and minerals therein, *to use of A. for life, remainder to his eldest son in tail, and containing a power of leasing mines for twenty-one years. Death of testator and proof of his will. Voidable lease granted by tenant for life to lessee, setting out the parcels fully,* with the powers, liberties, privileges, easements, and appurtenances therein expressed, and subject to the exceptions, reservations, and stipulations therein contained, *set out the habendum fully,* at and under the rents and royalties by the sd indre of lease reserved, Recitals.

and subject to the covenants by the lessee and provisions in the same indre contained, and the sd lease contains divers covenants on the part of the lessee and other provisions:

Tenant in tail of age.

AND WHAS the sd B. is the first and eldest son of the sd A., and attained his age of twenty-one years on the —— day of ——:

Agreement.

AND WHAS the sd B. in the belief that the sd lease is beneficial to the owners of the hereditaments devised by the sd will lately agreed to confirm the same, *recite disentailing deed under which hereditaments in lease now stand limited to such uses as A. and B. shall jointly appoint.* NOW

Witnesseth.

THIS INDRE, &c., the sd A. and B., in exercise and execution of the power or authority contained in the last recited indre, and of every other power or authority enabling them do, and each of them doth, hereby appoint, and also grant, demise, and confirm unto the sd

Demise.

Parcels.

C., his exors, admors, and assigns, ALL AND SINGULAR, the coal works, colliery, mines, beds and veins of coal and cannel, pieces or parcels of land, rights, liberties, powers, easements, and appurtenances, by the sd lease appointed or granted, or expressed to be appointed or granted, except nevertheless and reserving and subject to such exceptions, reservations, conditions, and restrictions,

Habendum

as in such indre of lease are expressed: TO HAVE, HOLD, USE, AND ENJOY all and singular the sd premises expressed to be hereby appointed, granted, demised, and confirmed, with

to lessee.

the appurtenances (subject as aforesaid), UNTO the sd C., his exors, admors, and assigns, as from the —— day of ——, *the day of the commencement of the lease*, for the term of

Reservation of rent.

—— years thence next ensuing: YIELDING AND PAYING therefor such rents, royalties, and sums of money as would have been payable in respect thereof under the sd indre of lease, if such lease had been a valid demise during the term hereby granted, *covenants by C. with A., and also with B., and by A. and B. with C.*, "that all and singular the covenants, agreements, provisions, and stipulations in the sd lease contained shall apply and be deemed to apply to the term of —— years hereby granted, and to these

presents, and shall be read and construed in all respects as if the sd lease had constituted a valid demise for the sd term of —— years of the premises hereby expressed to be appointed, granted, or demised, and as if the same covenants, agreements, provisions, and stipulations had been repeated and contained in these presents, *Covenant by A. and B. against incumbrances, and for quiet enjoyment.*

In witness, &c. (*a*)

(*a*) For surrenders of leases, see Conveyances, pp. 366, 367.

LICENSES.

I.

LICENSE *not under seal* (*a*) *by* LESSORS *to* LESSEE *to* ASSIGN *or* MORTGAGE.

WE, THE undersigned, being the landlords of the property hereinafter mentioned, do hereby consent to an assignment, *or*, "underlease" [by way of mortgage] by A., of, &c., the present tenant of the sd property to B., of, &c., [for the term of —— years from ——, *or*, "for the whole remaining term except the last day thereof,"] of, [*parcels shortly described*, being part of] the hereditaments and property comprised in an indre of lease dated, &c., and made between, &c., and thereby demised to K., his exors and admors, for the term of —— years, from ——, Provided that this consent shall not authorize any further or other assignment, [*or*, "underletting or parting wholly or partially with the possession of"] the sd premises or any part thereof, or prejudice or affect any of the covenants, conditions, or provisions in the sd lease contained, except to the extent hereinbefore expressed. As witness our hands this —— day of ——.

Signed by the lessors.

Witness,

(*a*) See as to licenses operating as a partial release or waiver of a condition of re-entry, 22 & 23 Vic. c. 35, ss. 1, 2; 23 & 24 Vic. c. 38, s. 6, rendering a defeazance for reviving the condition of re-entry unnecessary; Elphinstone, Introd. Conv. 227.

II.

LICENSE *under* SEAL *by* LESSORS *to* LESSEE *to make* ALTERATIONS *in* BUILDINGS.

THIS INDRE, &c., parties, A., B., and C., *lessors*, 1; D., *lessee*, 2. *Recite lease to* K., and in the sd lease is contained a covenant on the part of the sd K., his exors, admors, and assigns, not to erect any building nor increase the height of any erection or building in the yard or garden of the sd demised premises, nor cut, injure, or alter any of the principal walls or timbers of, nor make any alteration in the thereby demised premises without having first obtained the license and consent in writing of the sd lessors, their heirs or assigns: AND WHAS the sd premises have become legally vested in the sd D., for the remainder of the sd term of twenty-one years, subject to the payment of the rent and observance of the covenants reserved by and contained in the sd indre of lease: AND WHAS the legal estate in fee in the sd premises expectant on the determination of the sd term is now vested in the sd A., B., and C.: AND WHAS the sd D. is desirous of opening a doorway in the party wall at the rear of the sd premises demised by the sd indre of lease, and of forming a communication between the same and the adjoining messuage now in his occupation, and of making and executing certain other works and alterations in the sd demised premises according to a plan and specification prepared by him, and he has accordingly applied to and requested the sd A., B., and C., to grant him their license for those purposes, and such application and the sd plan and specification having been submitted to their surveyor and approved by him, the sd A., B., and C. have agreed to grant such license subject as hereinafter mentioned, and the sd D. in consideration thereof has agreed to enter into the covenants hereinafter contained: NOW THIS INDRE WITNESSETH, that in consideration of the premises and of the covenants

Recitals.

Lease containing covenant not to alter buildings.

Present owners of lease,

and reversion.

Application by lessee for license to make alterations in buildings.

Witnesseth.

hereinafter contained on the part of the sd D., the sd A. B., and C., do by these presents give and grant UNTO the sd D., his exors, admors, and assigns, their full license and permission to make the sd doorway in and through the party wall of the sd demised premises and to form a communication between the same and the sd messuage now in the occupation of the sd D., and also to make and execute the other works and alterations hereinbefore referred to, and which are particularly delineated and described in the sd plan and specification, provided the same be done within the period of three calendar months from the date hereof, and under the superintendence and to the satisfaction of the surveyor for the time being of the sd A., B., and C., their heirs or assigns: AND THIS INDRE ALSO WITNESSETH that in consideration of the license hereinbefore given, the sd D. doth hereby for himself, his heirs, exors, and admors, covenant with the sd A., B., and C., their heirs and assigns, THAT he the sd D., his exors, admors, or assigns will, within the sd period of three calendar months from the date hereof make the sd doorway and communication and execute the other works and alterations aforesd in a good and substantial manner with proper materials under the superintendence and to the satisfaction of the surveyor for the time being of the sd A., B., and C., their heirs or assigns, AND WILL before making such alterations, communicate the particulars thereof to the directors of the —— Insurance Company, in which office the sd demised premises are insured against fire, and obtain the consent of the sd directors to the sd alterations, AND THAT when such doorway and communication and other works and alterations shall have been completed all the restrictive and other covenants contained in the sd indre of lease on the part of the sd K., his exors, admors, and assigns, shall be applicable to the sd thereby demised premises in their then altered state in the same manner and as fully and extensively as if such premises had continued in the same state as the same are at present: AND THAT the sd D., his exors, admors, or

Grant of license to make specified alterations.

Covenants by lessee.

To make specified alterations within a certain time.

To obtain sanction of insurance office to alterations.

Covenants of lease to apply to the buildings as altered.

To restore

assigns will, at the end or other sooner determination of the hereinbefore recited lease or whenever thereunto required by the sd A., B., and C., their heirs or assigns, at the costs of him the sd D., his exors, admors, or assigns, well and substantially brick up the opening made in the sd party wall and restore the same in such manner as the surveyor for the time being of the sd A., B., and C., their heirs or assigns shall direct, and to his or their complete satisfaction. party wall to original state.

In witness, &c.

III.

LICENSE, *under* Seal, *by* Lessor *to* Lessee *to* Continue Alterations *made in Buildings in Breach of the Covenants of the Lease.*

THIS INDRE, &c., *parties*, A., *lessor*, 1; B., *lessee*, 2; *Recite the lease to K., and that lease is vested in B., and reversion in A., as in last form:* And whas the sd B. has recently made alterations in the sd demised premises, *specify nature of alterations:* And whas the alterations so made by the sd B. in the sd premises are respectively considered to be wholly or to some extent an infringement of or unauthorised by the covenants and provisions in the sd indre of lease contained: And whas the sd A. has agreed, in consideration of the payment to him by the sd B. of the sum of £——, to waive his rights in respect of any breach of the covenants of the sd lease so committed by the sd B., and to grant to him such license to continue such alterations, and otherwise, as is hereinafter contained, subject as hereinafter mentioned: NOW THIS INDRE WITNESSETH that in pursuance of the sd agreement, and in consideration of the sum of £—— to the sd A. upon the execution hereof paid by the sd B., *receipt*, the sd A.

Recitals.

Lease.

That lessee has made alterations in breach of covenant.

Agreement by lessor to grant license for alterations.

Witnesseth.

Lessor grants license.

doth hereby (so far as he is affected by or concerned in the same) give and grant unto the sd B., his exors, admors, and assigns, full liberty and license to continue and maintain during the residue of the sd term of —— years the several alterations made by him in the sd demised premises as hereinbefore mentioned: And doth hereby waive and release all claim to damages or right of re-entry upon the sd demised premises, and other rights, which may have accrued to him, the sd A., in respect of any breach of any of the covenants or conditions of the sd lease committed by the sd B. in respect of any of the alterations or matters hereinbefore mentioned: Provided always, and it is hereby agreed and declared, and the sd B. doth hereby for himself, his heirs, exors, admors, and assigns, covenant with the sd A., his heirs and assigns, that the license and waiver hereinbefore contained shall extend only to the specific alterations and matters hereinbefore expressly mentioned, and shall not be deemed to authorise any further or other alterations in the sd premises, or to operate as a waiver or release of the covenants or conditions of the sd lease further or otherwise: And that the sd lease and the covenants on the part of the lessee therein contained for keeping the sd premises in repair and restrictive of the right to make alterations therein, and all other the covenants and conditions therein contained, shall henceforth be construed and operate and take effect in all respects in like manner as if the alterations aforesd had been made in the sd demised premises previously to the date of the sd lease.

and waives damages and re-entry in respect of alterations.

Proviso that license shall apply only to specific alterations mentioned.

That lease shall extend to alterations.

In witness, &c.

IV.

LICENSE *by* LORD *of Manor to* COPYHOLDER *to make a* DEMISE *for Twenty-one years.*

Manor of ——, in the County of ——. } To B., of, &c, *copyholder.*

I A., of ——, lord of the manor of ——, in the county of ——, do hereby give you license to demise [—— being part of] the copyhold messuage, farm, and hereditaments, known as ——, situate at, &c., to which you were admitted tenant at the will of the lord, according to the custom of the sd manor, out of Court on the —— day of ——, to K., of, &c., his exors, admors, and assigns, for a term of twenty-one years to be computed from ——.

As WITNESS my hand this —— day of ——.

V.

LICENSE *by Trustees of a strict Settlement of a* MANOR *to Copyholder to* DEMISE *for Ninety-nine years with* PROVISO FIXING *the* ANNUAL SUM *upon which the* FINES *are to be* ASSESSED *during the* TERM.

Manor of ——, in the County of ——. } WE, A., of ——, and B., of ——, the trustees of the manor of —— in the county of ——, do hereby by virtue of a power vested in us by an indre dated, &c., and of every or any other power in this behalf us enabling, grant license to C., of, &c., one of the copyhold tenants of the sd manor, to demise the copyhold tenement known as ——, to which he, the sd C., was admitted tenant at the will of the

lord, according to the custom of the sd manor, at a Court holden on the —— day of ——, to K., of, &c., his exors, admors, and assigns, for building purposes, for the term of ninety-nine years from the —— day of —— next, so that during the same term the sum of £—— shall be considered as the annual value for assessing the fines payable to the lord of the manor upon the admission of any new tenant to the sd tenement, and so that this license shall be entered on the Court Rolls of the sd manor within six calendar months from the date hereof, otherwise the same shall be void and of no effect, reserving, nevertheless, unto the lord all fines, heriots, rents, customs, and services, due and to grow due in respect of the sd tenement.

As WITNESS our hands this —— day of ——.

MEMORIALS. (a)

I.

MEMORIAL *for Registry in* MIDDLESEX *of a* CONVEYANCE *of* FREEHOLDS *by way of* SALE *or* MORTGAGE. VARIATIONS *for a* LEASE, *and for* YORKSHIRE.

[TO THE REGISTRAR of the —— Riding of the County of York.](a)

A MEMORIAL to be registered of an indre bearing date the —— day of ——, and made between A., *addition, as in*

(a) The Registry Acts are—for the West Riding 2 & 3 Anne, c. 4, 5 & 6 Anne, c. 18, and 6 Anne, c. 35; for the East Riding and Kingston-upon-Hull, 6 Anne, c. 35; for the North Riding, 8 Geo. 2, c. 6; and for Middlesex, 7 Anne, c. 20; and as to Wills, see also the Vendor and Purchaser Act, 1874, 37 & 38 Vic., c. 78, s. 8. Memorials of conveyances must be in writing (or lithographed, *Reg.* v. *Middlesex Registrar*, 7 Q. B. 156) on vellum or parchment, and under the hand and seal (or in case of a corporation, the seal, *Doe* v. *Hogg*, 1 Bos. & P. N. R. 306) of some or one of the grantors or grantees, his or their heirs, exors, admors, guardians, or trustees, attested by two witnesses, one of whom (or in the North Riding, both of whom) must have witnessed the execution of the conveyance. Such witness (or in the North Riding, one of such witnesses) must prove the execution of the conveyance and memorial on oath before, for Middlesex, one of the Registrars or a Commissioner (see 16 & 17 Vic., c. 78); for the East or West Riding, before the Registrar or his deputy, or if the conveyance is executed not within forty miles of such Riding, before a Judge at Westminster or a Commissioner; for the North Riding, before the Registrar or his deputy, or if

(a) Memorials for registry in Middlesex are not addressed.

deed, of the one part, and B., *addition, as in deed,* of the other part [(*b*) for the consideration in the now memorializing indre mentioned the sd A. did grant (*c*) unto the sd B. and his heirs], *parcels, here follow the description in the deed, if they are described by reference to a schedule say,* "a copy whereof is a schedule to this present memorial," *if they are described by reference to a plan* (*d*) *say,* "a copy whereof is delineated on this memorial," together with their rights, members, and appurtenances, *if the general words are special insert them* [to hold the same premises unto (*e*) and

the conveyance is executed not within forty miles of the Register Office, before a judge at Westminster or a Commissioner.

Memorials of wills must be under the hand and seal of some or one of the devisees, his or their heirs, exors, admors, guardians, or trustees, attested by two witnesses, one of whom must prove the execution of the memorial in the same manner as in the case of a conveyance.

In the North Riding memorials may also be proved by the persons executing the memorial, or one of them, acknowledging the execution before the Registrar or his deputy.

In the North Riding conveyances and wills may be registered by being enrolled at length, on the oath of one of the attesting witnesses taken before the Registrar or his deputy; or if the conveyance or will was executed not within forty miles of the office, then before a Judge at Westminster or a Commissioner.

For the case where a conveyance is effected by more than one instrument see the Acts. Copyholds, leases at rack-rent, and leases for twenty-one years or under where the possession and occupation goes with the lease, are excepted in all the Acts. A mere equitable charge is a "conveyance" within the Acts. Dart, V. & P., 5th ed., 679. Special provision is made for the registration of judgments and recognizances; but as judgments no longer operate as a charge on land until it is actually delivered in execution, their registration is now useless. See further, as to the Registration Acts, Dart, V. & P., and the notes to the Acts in Chitty's Statutes.

As to the stamp on a memorial, see the Stamp Act, 1870, 33 & 34 Vic., c. 97, "MEMORIAL."

(*b*) In Yorkshire the words "of and concerning" will be substituted for the words in this bracket, and the words in the next bracket will be omitted.

(*c*) For a lease say, "demise unto the sd B., his exors, admors, and assigns."

(*d*) A separate copy of the plan on paper (not on cloth or parchment) should be sent with the memorial to the Registry Office.

(*e*) For a lease say "unto the sd B., his exors, admors, and assigns."

to the use of the sd B., his heirs and assigns], which sd indre is as to the execution thereof by the sd A., witnessed by X., *addition*, and as to the execution thereof by the sd B., witnessed by Y., *addition*. As WITNESS the hand and seal of the sd A., *or*, B.

SIGNED and sealed in the presence of } X., Z., of, &c. [*for the North Riding Y.*]

II.

MEMORIAL *of the* ASSIGNMENT *of a* LEASE *effected by* ENDORSEMENT.

[TO THE REGISTRAR, &c., *as in Precedent I.*]

A MEMORIAL to be registered of an indre dated the —— day of ——, endorsed on an indre dated the —— day of ——, made between A., *addition*, of the one part, and B., *addition*, of the other part, a memorial whereof was registered on the —— day of ——, *add reference to register*, the indre of which this is a memorial is made between the there within-named B., of the one part, and C., *addition*, of the other part, whereby for the consideration therein mentioned the sd B. did assign unto the sd C. all and singular the —— and other hereditaments comprised in and demised by the there within-written indre with the appurtenances, and which premises are in the there-within written indre described to be situate in the parish of —— in the county of ——, which sd indre of which this is a memorial as to the execution thereof by the sd A., is witnessed by X., *addition*, and as to the execution thereof by the sd B., is witnessed by Y., *addition*. As WITNESS the hand and seal of the sd A., *or*, B.

Attestation as in Precedent I.

III.

MEMORIAL *for* REGISTRY *of the* ASSIGNMENT *of a* LEASE *or an* UNDERLEASE *to* JOINT TENANTS *where the parcels are described by* REFERENCE *to the* LEASE *which is recited.*

[TO THE REGISTRAR, &c., *as in Precedent I.*]

A MEMORIAL to be registered of an indre bearing date the —— day of ——, and made between A., *addition*, of the one part, and B., *addition*, and C., *addition*, of the other part, whereby after reciting an indre [(*f*) whereof a memorial was registered on the —— day of ——, *add reference to register*] dated the —— day of ——, purporting to be a lease for the term of —— years from the —— day of —— of All that, *parcels copied from the recital*, with the appurtenances, except and reserving as in the same indre mentioned, for the consideration in the now memorializing indre mentioned, the sd A. did assign [demise] unto the sd B. and C., their exors, admors, and assigns, All that the sd ——, hereditaments, and premises, by the thereinbefore recited lease expressed to be demised, with their rights, members, and appurtenances, except as in the thereinbefore recited lease was excepted, to hold the same premises unto the sd B. and C., their exors, admors, and assigns, for the residue of the sd term of —— years [except the last —— days thereof], which sd memorializing indre as to the execution thereof by the sd A. is witnessed by X., *addition*, and as to the execution thereof by the sd B. and C., is witnessed by Y., *addition*.

AS WITNESS, &c.

Attestation as in Precedent I.

(*f*) The words in this bracket are not essential.

IV.

MEMORIAL *for* REGISTRATION *in* MIDDLESEX *of a* WILL. VARIATIONS *for* YORKSHIRE.

[TO THE REGISTRAR, &c., *as in Precedent I.*]

A MEMORIAL to be registered of the last will and testament of A., late of, *addition*, which will bears date the —— day of —— [by which will the sd testator did devise and bequeath (*g*)] all his real and personal estate, &c., *taking the description from the will* [unto B., *addition*, and C., *addition*, the trustees of the sd will, their heirs, exors, and admors, according to the nature thereof upon the trusts therein mentioned], which sd will was executed by the sd testator in the presence of K., *addition*, and L., *addition:* And the same will is hereby required to be registered by the sd C. As WITNESS his hand this —— day of ——.

Signed and sealed in the presence of } X., *addition*, Y., *addition*.

V.

AFFIDAVIT *of* EXECUTION *of* DEED *and* MEMORIAL.

X., of ——, maketh oath and saith that he was present and did see the above-written [annexed] memorial duly signed by A., of ——: And this deponent further saith that he was also present and did see the sd A. sign and seal, and as his act and deed deliver the deed bearing date the —— day of ——, mentioned in such memorial, and that the name A. set and subscribed to the sd memorial and deed [respectively] is of the proper handwriting of the sd A.,

(*g*) For Yorkshire substitute the words "of and concerning" for the words in this bracket, and omit the words in the following bracket.

and that the name X. set or subscribed to the sd deed and memorial respectively as the witness attesting the execution thereof by the sd A., is of the proper handwriting of him this deponent.

Signed, X.

Sworn, &c.

VI.

AFFIDAVIT *of the* EXECUTION *of a* MEMORIAL *of a* WILL.

X., of ——, maketh oath and saith that he was present as witness and did see the above-written [annexed] memorial duly signed and sealed by A., of ——, and further that the name A. set or subscribed to the sd memorial as the party executing the same is of the proper handwriting of the sd A., and that the names X. and Y. set or subscribed to or upon the sd memorial as the witnesses attesting the due execution thereof by the sd A., are of the proper handwriting of him this deponent, and of Y., of &c.

Signed, X.

Sworn, &c.

END OF VOL. I.

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